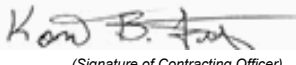


SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 49	
2. CONTRACT NUMBER 68HE0718D0003			3. SOLICITATION NUMBER 68HE0718R0004		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/25/2018	
6. REQUISITION/PURCHASE NUMBER PR-R7-18-00125								
7. ISSUED BY Region 7 US Environmental Protection Agency 11201 Renner Blvd. Lenexa KS 66219			CODE R7		8. ADDRESS OFFER TO (If other than Item 7)			
<p>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</p> <p style="text-align: center;">SOLICITATION</p>								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)								
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME Koni Fritz		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 913 551-7975			C. E-MAIL ADDRESS Fritz.Koni@epa.gov	
11. TABLE OF CONTENTS								
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)	
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<input type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	29	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	11	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	47	
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	12	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	13	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	15	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	16	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD		
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	18					
OFFER (Must be fully completed by offeror)								
<p>NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.</p> <p>12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 0 _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.</p>								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE 008198421		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
		ENVIRONMENTAL RESTORATION, L.L.C. Attn: DENNIS GREANEY 1666 FABICK DRIVE FENTON MO 630262926						
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
AREA CODE	NUMBER							
AWARD (To be completed by government)								
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$16,137,888.61		21. ACCOUNTING AND APPROPRIATION See schedule				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7) See Schedule G		CODE R7		25. PAYMENT WILL BE MADE BY See Schedule G		CODE RTP		
26. NAME OF CONTRACTING OFFICER (Type or print) Koni Fritz				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE 09/11/2018	

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 48	
2. CONTRACT NUMBER 68HE0718D0003		3. SOLICITATION NUMBER 68HE0718R0004		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/25/2018	
6. REQUISITION/PURCHASE NUMBER PR-R7-18-00125		7. ISSUED BY Region 7 US Environmental Protection Agency 11201 Renner Blvd. Lenexa KS 66219		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Koni Fritz	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Fritz.Koni@epa.gov
		AREA CODE 913	NUMBER 551-7975	EXT.	

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<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	18				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 0 _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)

10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR

CODE 008198421 FACILITY

ENVIRONMENTAL RESTORATION, L.L.C.
Attn: DENNIS GREANEY
1666 FABICK DRIVE
FENTON MO 630262926

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Mark Ruck - V.P. Admin

17. SIGNATURE

18. OFFER DATE

9/11/18

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$16,137,888.61		21. ACCOUNTING AND APPROPRIATION See schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) See Schedule G		CODE R7		25. PAYMENT WILL BE MADE BY See Schedule G	
26. NAME OF CONTRACTING OFFICER (Type or print) Koni Fritz		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE 9/7/2018	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

NAME OF OFFEROR OR CONTRACTOR
ENVIRONMENTAL RESTORATION, L.L.C.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 008198421 Emergency and Rapid Response Services for Region 7 Max Expire Date: 09/13/2023 Admin Office: Region 7 US Environmental Protection Agency 11201 Renner Blvd. Lenexa KS 66219 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 09/14/2018 to 09/13/2019				
0001	Base Period 09/14/2018 through 09/13/2019				16,137,888.61
0002	Option Period I 09/14/2019 through 09/13/2020 (Option Line Item) 09/13/2019				16,565,361.25
0003	Option Period II 09/14/2020 through 09/13/2021 (Option Line Item) 09/14/2020				16,795,680.85
0004	Option Period III 09/14/2021 through 09/13/2022 (Option Line Item) 09/14/2021				17,054,199.02
0005	Option Period IV 09/14/2022 through 09/13/2023 (Option Line Item) 09/14/2022				17,297,254.68
	Total Base and all Option Periods				\$83,850,384.41

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SECTION B - Supplies or Services/Prices

B-1 PRICE SCHEDULE

Price Schedule is contained in Attachment 1.

B-2 Local Clauses EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$500,000 per contract. The amount of all orders shall not exceed the maximum amount allowed for under the contract (see Attachment 1 - Price Schedule).

B-3 Local Clauses EPA-B-16-104 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT

The fixed rates for labor and routine equipment contained in Attachment 1 Price Schedule, which are inclusive of all indirect costs and profit, shall apply for the duration of the applicable contract year.

A. FIXED LABOR RATE

1. The non-Level A Task Rate shall include all costs for non-Level A tasks, e.g., level B response and costs to perform other tasks called for in the PWS. The fixed rates for the non-Level A labor categories set forth in the schedule shall be inclusive of all expenses including contract level required reports**, wages or salaries, labor costs, fringe benefits, overhead, program management, training, general and administrative expenses, and profit.

**Any specific Task Order Level reporting, not included at contract level, will be billed at the Non-Level A rate of the individual who prepares the report.

2. If a fixed rate has been established for a labor category set forth in the schedule for the contractor or subcontractor, but the contractor or subcontractor decides to provide that labor category through a third-party subcontractor, reimbursement for that labor category shall be reimbursed at cost (including any applicable indirect rates) but will not, in any event, exceed the rate set forth in this contract for that labor category for the contractor or subcontractor, depending upon which entity (contractor or subcontractor) acquires the labor.

3. When an individual employee's normally assigned category of labor is higher than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the function that the employee is performing (e.g., Senior Scientist who is performing the duties of a Junior Technician shall be charged at the loaded fixed labor rate for a Junior Technician during the period of time he/she is performing these duties).

4. When an individual employee's normally assigned category of labor is at a rate lower than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid to that employee (e.g., Junior Technician performing the duties of a Senior Scientist shall be charged at the fixed labor rate for a Senior Scientist only if the employee is paid by the contractor at the rate of a Senior Scientist). If the employee is not paid at the higher rate, the contractor shall only bill at the rate of the employee's normally assigned category of labor. The employee must meet the qualifications set forth in the contract for the labor category being performed.

5. In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe condition, or other conditions beyond either the control of the contractor or the control of the Government, as determined by the

on-scene coordinator, EPA will not pay the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site. The contractor shall not be reimbursed for standby.

B. FIXED EQUIPMENT RATE

1. The Routine Equipment and Supplies to be included in the Fixed Equipment Rate can be found in Attachment L-1 in the Table 3 Cost Model charts. The fixed equipment rate is separate and distinct from the fixed labor rate. Any cost accounted for in the fixed labor rates is not to be included in the fixed equipment rates.

2. Equipment rates constitute rental charges to the Government for use of equipment on task orders. The fixed rates for equipment are inclusive of all expenses including maintenance and calibration, overhead, general and administrative expenses, and profit. No extra charges for normal operation of equipment will be allowed. All equipment must be provided in good working order and any repairs necessitated by failure to maintain equipment in a good working order shall be accomplished in a timely manner and at the contractor's expense.

3. The contractor shall invoice for actual usage of the equipment at the daily rates listed above.

4. Once mobilized, the Contractor may elect to substitute identical equipment types for what is already on site. However, EPA will not pay any associated mobilization charges for any such item(s).

C. COST REIMBURSEMENT PORTION - OTHER DIRECT COSTS

The cost reimbursement portion of the contract consists of travel, specialized labor, non-routine equipment, field subcontracts, and other direct costs which are reasonable, allocable and allowable. All costs that do not come within these limited categories are considered to be part of the fixed labor and equipment rates portion of the contract. Therefore, these costs are separate and distinct from the fixed rates and fixed price portions of the contract. The cost reimbursement portion of the contract will be estimated and funded at the task order level on an as-needed basis. The contractor will only be reimbursed for actual costs incurred, as required to accomplish the services specified in each task order. These costs will be treated in accordance with the clause entitled, "ALLOWABLE COST AND PAYMENT (FAR 52.216-7)." Such costs shall be charged in accordance with the Contractor's established and accepted accounting practices. The Government will compensate the contractor for incurred costs that are determined to be reasonable, allowable, and allocable.

TRAVEL

1. (a) The amount specified in the schedule for travel is an estimate only. The actual amount for travel may be greater or less than the amount estimated as long as the maximum travel ceiling amount is not exceeded. Travel is limited to site specific or other travel, as authorized by the Task Order.

(b) The Contractor's primary mobilization point for establishing reasonableness for personnel travel-associated costs shall be located within St. Louis, MO.

This primary mobilization point is St. Louis, MO.

(c)The Contractor agrees to make every effort to mobilize field personnel from the nearest available location to the site; however, in no event shall the travel charges exceed what the charge would be if the employees were mobilized from the Contractor's primary mobilization point.

2. Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation (FAR) subpart 31.205-46, Travel Costs, and the Federal Travel Regulations (FTRs). Travel expenses include costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel in performance of this contract. Travel expenses are allowable for each employee required on-site if the work site is in excess of fifty (50) miles one way from the individual's place of employment or residence, whichever is less, and total work day (including travel time) exceeds 12 hours per day. The "50 miles in 12 hours" is the current stipulation for travel costs and may be superseded by later editions of the FAR and/or FTRs. The "50 miles in 12 hours" shall not be exceeded without the approval of the CO. The regulations in effect at any given time govern travel costs under this contract. Travel expenses may include General and Administrative expenses to the extent that it is the Contractor's normal accounting practice to charge on such a basis. In the performance of necessary travel allocable to a particular task order, the Contractor shall use the least expensive means available to the extent consistent with the requirements of each response action. Once employees are working on site, the Contractor may elect to make personnel substitutions. However, EPA will not pay any associated travel charges for any such substitution unless determined to be appropriate by the OSC or authorized Contracting Officer Representative (COR). On occasions where an employee takes sick or vacation leave from an EPA site, the government will not pay any travel costs associated with the departing employee or for the employee designated as the replacement. Reimbursement of travel expenses by EPA will be consistent with the FTRs and subject to the following: Costs incurred for lodging, meals and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the FTRs. NOTE: The FTRs include a daily ceiling amount that is not to be exceeded. Within the total ""daily"" amount, there are two separate ceilings (one for per diem and one for lodging) that also cannot be exceeded. For example, if a city has a daily total allowable travel amount listed at \$100.00-- consisting of \$75.00 for lodging and \$25.00 for meals and incidental expenses (M&IE)--the allowable costs for lodging shall not exceed \$75.00 and the allowable costs for MI&E shall not exceed \$25.00. Documentation to support actual costs incurred shall be in accordance with the contractor's established practice; however, notwithstanding the contractor's policy, a receipt is required for all incidental travel expenditures in excess of \$75.00, including receipts for common carrier transportation expenditures and hotel receipts. Thus, lodging costs will be reimbursed by EPA for only actual costs incurred and paid by the contractor up to the ceiling established in the FTRs. The contractor may elect to reimburse its employees for meals and incidental expenses on a per diem basis, and the Contractor will be reimbursed for such PAYMENTS, provided the employees are actually paid on a per diem basis. In no event shall the reimbursement be more than what is paid to the recipient employee.

3. When an employee is required to travel in excess of fifty (50) miles one way from his/her residence or place of employment (whichever is less) to a site and return, such travel is considered work time for which reimbursement by the Government should be made at appropriate straight time rates. Reimbursement for travel time shall not be made by EPA if the contractor's employee(s) is/are not paid for travel time. Miles shall be measured in radial miles or actual miles as determined by the contracting officer.

4. For any employee, routine daily commuting time (less than 50 miles one-way) to and from the work site is not an allowable charge under the contract. The Contractor agrees to make every effort to utilize employees from the nearest possible location.

5. Except as explicitly set forth below, the Contractor shall be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the Contractor's employees.

6. (a)Consistent with the expected duration of the site, the contractor shall ensure to the extent practicable that lodging is secured on ""other than a daily rate basis"" so that maximum quantity and term discounts are achieved.

(b)Further, on long-term sites, to the maximum extent practicable, the contractor shall secure full service lodging suites inclusive of kitchen facilities. A long-term site is defined as an active site with a duration of greater than sixty days.

(c)Personnel subject to this limitation include alternate relief personnel mobilizing to an existing long-term site.

SPECIALIZED LABOR

(a) Costs for Specialized Labor are separate and distinct from the fixed rates. Allowable and allocable direct and indirect costs for Specialized Labor that have been authorized by the Contracting Officer in a Task Order (TO) may be paid on a cost reimbursement basis. Costs for Specialized labor will be treated in accordance with the Clause entitled ""Allowable Cost and Payment (FAR 52.216-7)"" and shall be charged in accordance with the Contractor's established and accepted accounting practices.

(b) As appropriate, a ceiling shall be established in a TO for Specialized Labor for the current contract year and/or TO period of performance. Cumulative costs for Specialized Labor for the prime contractor and all team subcontractors in excess of the amounts established in the TO are not allowable as a charge to this contract without the prior written approval of the Contracting Officer.

(c) Specialized Labor includes but is not limited to the following professional specialists not available for day to day operations:

- structural engineers
- compressed gas cylinder expert
- UXO (ordinance specialist)
- construction inspection

NON ROUTINE EQUIPMENT

Non-Routine Equipment is defined as any equipment not included in the routine equipment list. Non-Routine Equipment charges must be approved by the Contracting Officer and Project Officer.

FIELD SUBCONTRACTS

Field subcontracts may include well drilling; monitoring well installation; geophysical investigation techniques, such as ground penetrating radar; leases for non-routine equipment; laboratory analytical services; and other services necessary to perform the Performance Work Statement.

OTHER DIRECT COSTS (ODCs)

Materials and supplies are separate and distinct from those items included in the fixed rate or fixed price portions of the contract or included in the contractor's indirect rates. The contractor shall not charge the Government as materials/supplies those items that are priced in the fixed rates or fixed price portions of the contract or included in the indirect rates.

SECTION C - Description/Specifications

C-1 Clauses

C-2 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016)

C-3 Local Clauses EPA-C-10-101 STATEMENT OF WORK

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform in accordance with the Statement of Work (SOW) included in Attachment 2 of this document.

SECTION D - Packaging and Marking

D-1 Section Not Used

SECTION E - Inspection and Acceptance

E-1 Clauses

E-2 FAR 52.246-12 INSPECTION OF CONSTRUCTION. (AUG 1996)

E-3 FAR 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)

(a) *Definitions.* As used in this clause--

Contractor's managerial personnel means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of -

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

Materials includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the *hourly rate* for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may -

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

SECTION F - Deliveries or Performance

F-1 Clauses

F-2 FAR 52.242-14 SUSPENSION OF WORK. (APR 1984)

F-3 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989)

F-4 FAR 52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)

F-5 EPAAR 1552.211-75 WORKING FILES. (APR 1984)

F-6 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance shall be 09/14/2018 through 09/13/2019 unless Option Periods are exercised under FAR 52.217-9 or 52.217-8.

SECTION G - Contract Administration Data

G-1 Clauses

G-2 EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (JUL 2014) - ALTERNATE I (JUL 2014)

(a) The Government will order any supplies and services to be furnished under this contract by issuing task/delivery orders on Optional Form 347, or any agency prescribed form, from the effective date of award through contract expiration. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

N/A

(b) A Standard Form 30 will be the method of amending task/delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, the Contractor shall promptly notify the Ordering Officer and Contracting Officer in writing within five (5) calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each task/delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

(End of clause)

G-3 EPAAR 1552.242-70 INDIRECT COSTS. (SEP 2017)

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following designated Contracting Officer: U.S. Environmental Protection Agency, Manager, Financial Analysis and Oversight Service Center, Mail Code 3802R, Policy, Training Oversight Division, 1200 Pennsylvania Avenue NW., Washington, DC 20460.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are listed in Attachment 1 – Price Schedule.

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this clause, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

(End of clause)

G-4 Local Clauses EPA-G-36-101 GOVERNMENT CONTRACT-LEVEL COR (CONSTRUCTION)

The Government Contract-Level COR identified in the Section G Clause "CONTRACT ADMINISTRATION REPRESENTATIVES" is authorized to make an interpretation as to the meaning of the specifications and drawings based on request, and therefore is responsible for ensuring conformance with the technical requirements of the contract. The Contract-Level COR shall also approve all pre-final progress payment requests. However, the Contract-Level COR is not authorized to make any commitments or changes which affect the contract price or other contract terms and conditions, as any such changes shall be immediately referred to the Contracting Officer for necessary action. Recommendation for final acceptance of work shall be by the Contract-Level COR. Final acceptance of work shall be by the Contracting Officer, or his authorized representative.

G-5 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs) for this contract are as follows:

Primary: John Tutorino tutorino.john@epa.gov

Alternate: Cody McLarty mclarty.cody@epa.gov

Contracting Officials responsible for administering this contract are as follows:

Koni Fritz fritz.koni@epa.gov

SECTION H - Special Contract Requirements

H-1 Clauses

H-2 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994)

H-3 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994)

H-4 EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING. (APR 2004) ALTERNATE I (ERRS) (APR 2004)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the delivery order or tasking document and for a period of five (5) years after the completion of the delivery order or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide any Superfund Technical Assistance and Removal Team (START); type activities (e.g. , START contracts) to EPA within the Contractor's ERRS assigned geographical area(s), either as a prime contractor, subcontractor, or consultant.

(2) It will not provide any START type activities (e.g. , START contracts) to EPA as a prime contractor, subcontractor or consultant at a site where it has performed or plans to perform ERRS work.

(3) It will be ineligible for award of START type activities contracts for sites within its respective ERRS assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

(End of clause)

H-5 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994)

H-6 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)

H-7 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(End of clause)

H-8 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

- (1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);
- (2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;
- (3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;
- (4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);
- (5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;
- (6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;
- (7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;
- (8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;
- (9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

H-9 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

(End of clause)

H-10 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

[REDACTED]

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

H-11 EPAAR 1552.237-74 PUBLICITY. (APR 1984)

H-12 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(1) The Contractor should notify the Contracting Officer in writing promptly, within five (5) (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should

include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within thirty (30) (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

H-13 Local Clauses EPA-H-04-101 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

(a) The contract contains the Federal Acquisition Regulation (FAR) Clause 52.215-2 ""Audit and Records - Negotiation (JUN 1999),"" wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7, ""Contractor Records Retention"") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract (including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract). Such files shall be made available for examination, audit or reproduction.

(b) The contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site-related response activities. In such proceedings, the contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government, and only to the Government, the records described in (a) and (b) above for a period of ten (10) years after final payment under the contract (See FAR 4.703(b)(1)).

(d) In addition, the contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer, or (2) ten (10) years have passed from the date of final payment, and no litigation involving the records has been instituted, and approval of the Contracting Officer is obtained. In no event should individual records be destroyed if litigation relating to such records is in-process or pending.

(f) From time to time, the Government may, in support of litigation cases, have the need for the contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

H-14 Local Clauses EPA-H-07-101 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

H-15 Local Clauses EPA-H-07-102 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees

of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H-16 Local Clauses EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

H-17 Local Clauses EPA-H-09-101 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is 'yes', describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.
2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.
3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?
4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.
5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.
6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

H-18 Local Clauses EPA-H-09-106 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

If specified in the Task Order the contractor shall provide the contracting officer a conflict of interest certification within twenty (20) calendar days of receipt of the TO. Where TO's are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site. If not specified in the Task Order, the contractor shall comply with clause entitled "TDD COI Notification".

H-19 Local Clauses EPA-H-09-108 REGIONAL CROSSOVER

(a) In the event of the Contractor's potential or actual conflict of interest in conducting a specific work assignment (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, services for this Region may be ordered through another Region's contract.

H-20 Local Clauses EPA-H-11-101 HEALTH AND SAFETY

(a) The nature of the work to be performed under this contract is inherently hazardous. The Contractor is responsible for the safety of its employees and subcontractor employees on-site. However, the EPA Safety, Health and Environmental Management Program (SHEMP) manager, in coordination with the Contracting Officer (CO) and

Contracting Officer's Representative (COR), has the authority to review and establish the minimum standards of safety for all individuals on-site at any time. Establishment of such standards are subject to the changes clause. In performance of work under this contract the Contractor shall, as a minimum, satisfy all Federal, state and local statutes, regulations, ordinances, etc., regarding health and safety. The Contractor shall implement and manage a Health and Safety Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120/121 for activities at hazardous waste sites.

(b) The Contractor shall ensure that all Contractor personnel working at the site are in compliance with EPA, OSHA, National Fire Protection Association, state and local, internal agency policies and guidelines, and minimum standards as specified by the contract-level COR. The required level of protection may be specified by the On-Scene Coordinator (OSC) or authorized COR, CO, and/or SHEMP manager, but shall not be below what is required by applicable statutes and regulations, and shall be followed by the Contractor. If the Contractor has a dispute with respect to health and safety, which cannot be resolved among the OSC, authorized COR, CO, SHEMP manager, and the Contractor's Health and Safety representative, the matter will be referred to the Program or Regional Health and Safety Officer and to the Contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, NJ, for consultation with EPA's Safety and Sustainability Division Director at Headquarters for final determination. During this dispute resolution process, the Contractor must implement an OSC, authorized COR, or SHEMP manager directive pertaining to health and safety upon issuance. Implementation of this directive may be subject to the changes clause, if the CO deems it to be a substantial change to the contract.

(c) When a specific site safety plan is required as part of a task order to be developed by the Contractor, the plan shall be submitted to the OSC, authorized COR, and SHEMP manager for review and approval prior to commencing work. Upon receipt of the OSC's, authorized COR's, and SHEMP manager's approval and notification of CO, the Contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the OSC, authorized COR, and SHEMP manager. If a site safety plan is provided by the Government, the Contractor agrees to follow such plan unless objections are made known to the OSC, authorized COR and SHEMP manager within twenty-four (24) hours of its submission to the Contractor (or less if specified in the task order.) In any event, the Contractor's commencement of cleanup services absent notification of objections to the OSC, authorized COR and SHEMP manager, is deemed as acceptance of the safety plan. The Contractor is responsible for reporting any injuries, illnesses or fatalities to the OSC, authorized COR and SHEMP manager; and to report in accordance with OSHA regulations and internal agency policies and guidelines.

(d) Notwithstanding the EPA's aforementioned rights to direct Contractor compliance with certain health and safety standards, levels and plans, the Contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, any extra costs associated with these more stringent requirements shall not be borne by the EPA.

H-21 Local Clauses EPA-H-11-103 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provision of CERCLA. Furthermore, if the Contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under the contract. The disclosure of any potential conflicts of interest as required in the CONFLICT OF INTEREST NOTIFICATION clauses in this contract shall not be construed or interpreted as an admission by the Contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the Contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

H-22 Local Clauses EPA-H-11-104 SIGNING OF UNIFORM HAZARDOUS WASTES MANIFESTS

(a) Unless otherwise directed in writing by the EPA Project Officer, the Contractor is authorized to sign uniform hazardous waste manifest forms (40 CFR Part 262) ("manifests") and land ban notifications/certifications/demonstrations (40 CFR Part 268.7 and .8)("land ban records") for EPA at Superfund sites which involve off-site transport of hazardous wastes. The Contractor shall sign the manifests and land ban

records after writing or printing the phrase "On behalf of the United States Environmental Protection Agency" in the signature block. The Contractor shall not be considered a generator of hazardous wastes solely as a result of having signed the manifests or land ban records on behalf of EPA. Nothing contained in this paragraph shall be construed to create an agency relationship between the Contractor and EPA except with respect to the authorization to sign the manifests and land ban records. This authorization only extends to sites assigned under this contract. (b) This clause may be inserted in subcontracts. The contractor may delegate the authority set forth herein to its subcontractors.

H-23 Local Clauses EPA-H-11-105 USE OF COMPANY OWNED OR AFFILIATED LABORATORIES AND TREATMENT FACILITIES

The On Scene Coordinator (OSC) or Remedial Project Manager (RPM), in conjunction with the Contracting Officer, shall determine the appropriateness of using company owned or affiliated laboratories. Such determinations shall be based on competition, site safety concerns, and the potential for an actual or apparent conflict of interest on the part of the Emergency Rapid Response Services (ERRS) contractor.

There are certain situations where the use of an ERRS company owned or affiliated laboratory and/or treatment facility would not be appropriate, such as in determining the extent of contamination and/or estimating volumes of material to be treated or disposed. When the ERRS contractor is conducting waste characterization analysis for purposes of waste identification and/or bulking options for off-site disposal, company owned laboratories may be utilized to conduct qualitative analysis. Under emergency response conditions, there may be instances where real time analytical support services from the company owned or affiliated laboratories are necessary and do not present a conflict of interest. Situations of this nature would be the real-time analysis of unstable hazardous waste materials to provide OSCs/RPMs with the necessary information to protect the public health and environment, as well as site personnel.

H-24 Local Clauses EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

H-25 Local Clauses EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

H-26 Local Clauses EPA-H-27-102 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential, and shall not be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

H-27 Local Clauses EPA-H-28-102 MINIMUM INSURANCE REQUIREMENTS

As described in FAR 52.228-7, the following are the minimum amounts of insurance required under the contract:

Workers compensation and employer's liability- \$1,000,000

Comprehensive general liability- \$1,000,000

Comprehensive automobile liability- \$1,000,000

H-28 Local Clauses EPA-H-31-103 LIMITATION ON REIMBURSEMENT FOR RENTAL EQUIPMENT

(a) If a fixed rate for equipment has been included in the contract but the contractor provides that equipment through a third-party subcontract or short-term rental/lease, reimbursement for that equipment shall be at cost plus any applicable indirect costs not to exceed the fixed rate specified in the contract for that item for the prime contractor or team subcontractor, depending upon which (prime contractor or subcontractor) leases or rents the equipment.

(b) If it is determined by the contracting officer to be in the best interest of the Government to suspend this limitation, reimbursement for rented/leased equipment may be at a cost which exceeds the fixed rate. Such determinations shall be made on a case-by-case basis. A request for approval of a higher cost shall be made by the contractor in writing to the contracting officer in advance of charging the higher rate. Written documentation supporting the request shall include the description of the item, CLIN number, proposed cost, an explanation of why the contractor is proposing to rent/lease the equipment, and such other information as necessary for the contracting officer to evaluate the proposal.

(c) In the event of an emergency, the On-Scene Coordinator (OSC) may approve a higher rate, with written documentation to be forwarded by the contractor to the contracting officer through the OSC within ten (10) calendar days thereafter. In addition to the information required in the preceding paragraph, details on the nature of the emergency shall be included.

(d) The final determination on reimbursement for rented/leased equipment for which the contract includes a fixed rate shall be the responsibility of the contracting officer, except in an emergency, during which the OSC's approval shall be accepted until the emergency situation is stabilized, provided the required documentation is submitted to the contracting officer within the time specified above.

(e) In determining the allowability of reimbursement for the cost of rented/leased equipment for which the contract includes a fixed rate and which results in a cost in excess of the fixed rate, the Government may consider incremental charges incurred in connection with rental equipment for excessive usage and peak seasons during which time all of the contractor's owned equipment is dedicated to other EPA sites. The Government may also take into consideration instances where the contractor's equipment has been in use on a long-term basis on non-EPA jobs before being required by EPA, and the length of the EPA job.

H-29 Local Clauses EPA-H-37-101 EXPERT TESTIMONY

On occasion, the Government may have the need for expert and non-expert testimony during enforcement proceedings for a given site where the contractor provided services. Such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and shall, if necessary, be an expert in the field. The testimony shall normally relate to what actions the contractor took at a site. Preparation of affidavits and depositions may be required. If the effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. In the event such services are required after performance of this contract, a separate negotiated procurement action may be initiated with the Contractor.

H-30 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

H-31 Local Clauses EPA-H-44-101 TEAM SUBCONTRACTOR AGREEMENTS

The contractor shall provide, within five (5) calendar days of award notice, one copy of each proposed team subcontract agreement, when applicable, to the Contracting Officer. A copy of the executed team subcontract and any subsequent modifications shall also be provided to the Contracting Officer within 10 days of execution.

H-34 International (Trans-boundary) Responses

In rare circumstances, this contract may be used to respond to international incidents. Any international response would only be conducted upon the request by governmental officials of the affected country. As an example, in the case of a response into Mexico, it would be conducted in accordance with the policies and procedures contained in the US-Mexico Joint Contingency Plan. As this contract requires trans-boundary response capability, coordination with U.S. Customs and Border Protection, Department of Transportation and other federal, state and local officials, as well as officials of other nations, governments, shall be necessary. The contractor shall be solely responsible for the transportation of personnel, materials and equipment across borders, and all necessary paperwork for the rapid deployment of personnel, materials and equipment in an emergency situation. The contractor must comply at all times with all U.S. laws when working under this contract. Additionally, the contractor may be subject to international laws, including licensing and insurance requirements.

The contractor shall be responsible for providing interpretation and translation services during international responses. The contractor shall have bilingual personnel available for responses in the border region of Mexico, as Spanish and English are both common languages in that area. The border region is defined as the area lying 100 kilometers (62.1 miles) to the north and south of the U.S./Mexico boundary, as described in the Agreement on Cooperation for the Protection and Improvement of the Environment in the Border Area, signed by the United States and Mexico in 1983.

SECTION I - Contract Clauses

I-1 Clauses

I-2 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-3 FAR 52.203-3 GRATUITIES. (APR 1984)

I-4 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I-5 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I-6 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

I-7 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-8 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-9 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I-10 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

I-11 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (OCT 2015)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

The OIG hotline can be reached by:

Online: Allegation Form

https://www.oig.dhs.gov/index.php?option=com_content&view=article&id=177%3Ahotlineformnstructions-&catid=1&Itemid=133 (Recommended)

Call: 1-800-323-8603 Toll Free

Fax: 202-254-4297

US Mail:

DHS Office of Inspector General
MAIL STOP 0305
Attn: Office of Integrity & Quality Oversight & Hotline
245 Murray Lane SW
Washington, DC 20528-0305

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract-

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I-12 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

I-13 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I-14 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2016)

I-15 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)

I-16 FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (OCT 2016)

I-17 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)

I-18 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

I-19 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)

I-20 FAR 52.210-1 MARKET RESEARCH. (APR 2011)

I-21 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

I-22 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I-23 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I-24 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any

monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if

any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I-25 FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 14, 2018 through September 13, 2023 .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I-26 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the maximum value of the contract;

(2) Any order for a combination of items in excess of the maximum value of the contract; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I-27 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after completion of final delivery of all orders issued during the effective period of this contract but, not completed within that period.

(End of clause)

I-28 FAR NOT USED

I-29 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the contract period expiration.

(End of clause)

I-30 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days of contract expiration; provided that the Government gives the Contractor a preliminary written

notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months(months)(years).

(End of clause)

I-31 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (NOV 2016)

I-32 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING. (JAN 2017)

I-33 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-34 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION. (MAY 2014)

I-35 FAR 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS. (MAY 2014)

I-36 FAR 52.222-7 WITHHOLDING OF FUNDS. (MAY 2014)

I-37 FAR 52.222-8 PAYROLLS AND BASIC RECORDS. (MAY 2014)

I-38 NOT USED

I-39 FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB 1988)

I-40 FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS). (MAY 2014)

I-41 FAR 52.222-12 CONTRACT TERMINATION - DEBARMENT. (MAY 2014)

I-42 FAR 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS. (MAY 2014)

I-43 FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS. (FEB 1988)

I-44 FAR 52.222-15 CERTIFICATION OF ELIGIBILITY. (MAY 2014)

I-45 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

I-46 FAR 52.222-26 EQUAL OPPORTUNITY. (SEP 2016)

I-47 FAR 52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS-PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD). (MAY 2014)

I-48 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-49 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-50 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)

I-51 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I-52 FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS. (MAY 2014)

I-53 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage - Fringe Benefits
GS-1301 On-Scene Coordinator (OSC)	\$95,004 - \$103,600

(End of clause)

I-54 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (MAY 2014)

I-55 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)

I-56 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)

I-57 FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658. (DEC 2015)

I-58 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)

I-59 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I-60 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-61 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-62 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

I-63 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

I-64 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)

I-65 FAR 52.228-2 ADDITIONAL BOND SECURITY. (OCT 1997)

I-66 FAR 52.228-11 PLEDGES OF ASSETS. (JAN 2012)

I-67 FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT. (NOV 2014)

I-68 FAR 52.228-16 PERFORMANCE AND PAYMENT BONDS - OTHER THAN CONSTRUCTION. (NOV 2006)

(a) *Definitions.* As used in this clause-

"Original contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to (See Performance and Payment Bonds - Other Than Construction note on the attached Price Schedule) percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to (See Performance and Payment Bonds - Other Than Construction note on the attached Price Schedule) percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 calendar days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(End of clause)

I-69 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)

I-70 FAR 52.232-1 PAYMENTS. (APR 1984)

I-71 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

I-72 FAR 52.232-17 INTEREST. (MAY 2014)

I-73 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

I-74 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)

I-75 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

I-76 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-77 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

I-78 FAR 52.233-1 DISPUTES. (MAY 2014)

I-79 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I-80 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-81 FAR 52.236-2 DIFFERING SITE CONDITIONS. (APR 1984)

I-82 FAR 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK. (APR 1984)

I-83 FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR. (APR 1984)

I-84 FAR 52.236-7 PERMITS AND RESPONSIBILITIES. (NOV 1991)

I-85 FAR 52.236-8 OTHER CONTRACTS. (APR 1984)

I-86 FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. (APR 1984)

I-87 FAR 52.236-10 OPERATIONS AND STORAGE AREAS. (APR 1984)

I-88 FAR 52.242-13 BANKRUPTCY. (JUL 1995)

I-89 FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.

(3) Delivery schedule.

(4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of clause)

I-90 FAR 52.243-7 NOTIFICATION OF CHANGES. (JAN 2017)

(a) *Definitions.*

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within five (5) (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within thirty (30) (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases *contract price* and *cost* wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I-91 FAR 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)

(a) *Definitions.* As used in this clause-

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: TBD

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: None

(End of clause)

I-92 FAR 52.246-21 WARRANTY OF CONSTRUCTION. (MAR 1994)

I-93 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I-94 FAR 52.247-5 FAMILIARIZATION WITH CONDITIONS. (APR 1984)

I-95 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)

I-96 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004) - ALTERNATE IV (SEP 1996)

I-97 FAR 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION). (APR 1984)

I-98 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I-99 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [http:// www.acquisition.gov/comp/far/index.html](http://www.acquisition.gov/comp/far/index.html) ;
<http://www.ecfr.gov/cgi-bin/ECFR?page=browse>

(End of clause)

I-100 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

I-101 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (JUL 2016)

I-102 EPAAR 1552.208-70 PRINTING. (SEP 2012)

I-103 EPAAR 1552.209-75 ANNUAL CERTIFICATION. (MAY 1994)

I-104 EPAAR 1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

I-105 EPAAR 1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

SECTION J - List of Documents, Exhibits and Other Attachments

J-1 List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	Date
1	ATTACHMENT 1 - PRICE SCHEDULE	08/13/2018
2	ATTACHMENT 2 - STATEMENT OF WORK	06/25/2018
3	ATTACHMENT 3 -WAGE RATE DETERMINATION (CONSTRUCTION)	01/26/2018
4	ATTACHMENT 4 - SERVICE CONTRACT ACT (SCA) Hazardous Waste Pickup/Disposal Services	07/10/2018
5	ATTACHMENT 5 - INVOICE INSTRUCTIONS	05/14/2018

J-2 Clauses

ATTACAHMENT 1
PRICE SCHEDULE

BASE PERIOD			
Effective date of award through 12 months			
CLIN 0001 LABOR			
Sub-CLIN 0001AA Straight Time			
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT
S1-05-01	Supervisor-Response Manager	4480	HR
S5-07-01	Management - Health & Safety Officer	1120	HR
S5-10-01	Management - Program Manager	4480	HR
S5-20-01	Management - T&D Coordinator	1120	HR
S2-13-01	Field Staff-Field Cost Admin	3500	HR
S1-10-01	Supervisor Forman	3920	HR
S2-05-01	Field Staff-Equipment Operator	6300	HR
D2-05-01	Field Staff-Equipment Operator	2100	HR
S2-15-01	Field Staff-Laborer	10500	HR
D2-15-01	Field Staff-Laborer	3500	HR
S2-30-01	Field Staff-Laborer/Non 40 Hr.	2100	HR
D2-30-01	Field Staff-Laborer/Non 40 Hr.	700	HR
S2-20-01	Field Staff-Truck Driver	2100	HR
D2-20-01	Field Staff-Truck Driver	700	HR
S3-30-01	Specialty-Lab Technician	140	HR
S4-51-01	Technical-Health & Safety Tech	650	HR
S4-31-01	Technical-Ind Hygienist-Cert.	500	HR
S3-15-01	Specialty-Explosives	70	HR
S4-05-01	Technical-Chemist Organics	175	HR
S4-20-01	Technical-Geologist	175	HR
Total Straight Time Hours		48330	
Sub-CLIN 0001AB Overtime			
ITEM	DESCRIPTION		UNIT
S1-05-01	Supervisor-Response Manager	1920	HR
S5-07-01	Management - Health & Safety Officer	480	HR
S5-10-01	Management - Program Manager	1920	HR
S5-20-01	Management - T&D Coordinator	480	HR
S2-13-01	Field Staff-Field Cost Admin	1500	HR
S1-10-01	Supervisor-Forman	1680	HR
S2-05-01	Field Staff-Equipment Operator	2700	HR
D2-05-01	Field Staff-Equipment Operator	900	HR
S2-15-01	Field Staff-Laborer	4500	HR
D2-15-01	Field Staff-Laborer	1500	HR
S2-30-01	Field Staff-Laborer/Non 40 hr.	900	HR
D2-30-01	Field Staff-Laborer/Non 40 hr.	300	HR
S2-20-01	Field Staff-Truck Driver	900	HR
D2-20-01	Field Staff-Truck Driver	300	HR
S3-25-01	Specialty-Lab Technician	60	HR
S4-51-01	Technical-Health & Safety Tech	360	HR
S4-31-01	Technical-Ind Hygienist-Cert.	240	HR
S3-15-01	Specialty-Explosives	30	HR
S4-05-01	Technical-Chemist/Organics	75	HR
S4-20-01	Technical-Geologist	60	HR
TOTAL OVERTIME HOURS		20805	

CLIN 0002 Equipment

ITEM	DESCRIPTION		UNIT
01-120-001	Truck Boom - <6 tons	30	DAYS
01-130-006	Truck Box - 6 < 10ft	25	DAYS
01-230-050	Truck-Pickup - 1/2 tons	325	DAYS
01-235-050	Truck-Pickup 4 wheel drive - 1/2 tons	780	DAYS
01-280-006	Truck-Stakebed/Flatbed- 6 < 12ft	675	DAYS
01-280-012	Truck-Stakebed/Flatbed- 12 < 16ft	275	DAYS
01-160-005	Truck-Dump -5yds < 10yds	750	DAYS
01-160-015	Truck-Dump -15yds < 20yds	900	DAYS
01-350-020	Truck-Water- 2k < 3k gal	60	DAYS
01-350-040	Truck Water- 4k < 5k gal	125	DAYS
02-140-001	Trailer-Lowboy/Equip - < 6 tons	275	DAYS
02-140-006	Trailer-Lowboy/Equip - 6 < 10 tons	170	DAYS
02-140-010	Trailer-Lowboy/Equip - 10 < 15 tons	275	DAYS
02-160-020	Trailer-Storage/Box-Approx-20 < 25ft	250	DAYS
02-160-040	Trailer-Storage/Box-Approx- > 40ft	90	DAYS
02-150-030	Trailer-Office- 30 < 40	50	DAYS
02-120-025	Trailer-Decon- 25 < 30ft	30	DAYS
03-110-135	Heavy Equipment-Backhoe-13.5K <16K	30	DAYS
03-120-026	Heavy Equipment-Bulldozer-26K <32K	30	DAYS
03-120-036	Heavy Equipment-Bulldozer-36K <43K	50	DAYS
03-130-001	Heavy Equipment-Compactor-Vibratory <40	50	DAYS
03-140-015	Heavy Equipment-Crane-15 < 20 tons	30	DAYS
03-140-020	Heavy Equipment-Crane-20 < 25 tons	30	DAYS
03-168-001	Heavy Equipment-Excavator-Wheeled-<30K	50	DAYS
03-160-01	Heavy Equipment-Excavator-10<15K	50	DAYS
03-160-020	Field Equipment-Boat/Motor/Trailer 12-16 ft	20	DAYS
03-160-026	Heavy Equipment-Excavator-26K <30K	100	DAYS
03-160-035	Heavy Equipment-Excavator- 35K <38K	70	DAYS
03-165-055	Heavy Equip-Excavator-Long Reach-55K<60K	50	DAYS
03-160-051	Heavy Equipment-Excavator-51K <53K	50	DAYS
03-160-016	Heavy Equipment-Excavator 16K <18K	350	DAYS
03-255-080	Heavy Equipment-Skid Steer-Loaders-8K<10K	875	DAYS
03-250-001	Heavy Equipment-Skid Steer-Loaders <6K	70	DAYS
03-260-025	Heavy Equipment-Tractor-25 < 40 HP	30	DAYS
03-260-Z65	Heavy Equipment-Tractor-Attach-Straw Blower	20	DAYS
03-170-001	Heavy Equipment-Fork Lift-Motorized-<5K lbs	25	DAYS
03-250-Z25	Heavy Equipment-Skid Steer-Attach-Grappler	25	DAYS
03-255-080	Heavy Equipment-Skid Steer-Ldr Multi-8K <10K	25	DAYS
05-015-010	Safety-Radio-Handheld	50	DAYS
05-001-020	Safety-Meter/Motor-Hnu (PID)	20	DAYS
07-160-005	Field Equipment-Boat/Motor/Trailer 12-16 ft	15	DAYS
07-215-100	Field Equipment-Compressor/Air-100 <200	175	DAYS
07-430-025	Field Equipment-Office Equipment-	100	DAYS
07-300-005	Field Equipment-Generator-5 < 10 KW	25	DAYS
07-620-020	Field Equipment-Vacuum-Mercury	50	DAYS
07-630-025	Field Equipment-Washer Pressure-2500<3000 PSI	50	DAYS
07-390-001	Field Equipment-Light Plant-<4K Watts	50	DAYS
07-320-010	Field Equipment-Heating Unit	50	DAYS
08-120-010	Pump-Barrel-Explosion Proof	15	DAYS
08-130-002	Pump-Centrifugal-Gasoline-2 inch	25	DAYS
08-160-003	Pump-Diaphragm-Neoprene-3 inch	25	DAYS
08-125-002	Pump-Centrifugal-Diesel-2 inch	25	DAYS

09-005-025	Oil-Boom-Harbor 6-12"/50ft	30	DAYS
09-15-005	Oil-Skimmer-Drum 10-20 bbl/hr	30	DAYS
04-006-030	Laboratory-Analytical-Flash Point	25	DAYS
Total Equipment		7875	
CLIN 0003	Data in accordance with contract clause F.2 NOTE: NSP = Not Separately Priced, to be included in line items above	1	
CLIN 0004	Transportation & Disposal + 9.50% G&A in support of CLIN 001		
CLIN 0005	Travel, inclusive of per diem + 9.50% G&A in support of CLIN 0001		
CLIN 0006	ODCs (Subcontract & materials) + 9.50% G&A in support of Item 0001		
CLIN 0007	OPTION FOR INCREASED QUANTITY - EQUAL TO 10% OF PRICE/COST OF BASE PERIOD*		

TOTAL PRICE BASE PERIOD

\$ 16,137,888.61

* The Government may require delivery of additional quantities of any or all of the numbered line items identified in this Price Schedule, at the price stated in this Schedule for that specific line item. These additional or "optional" quantities may be exercised at one time or incrementally up to a maximum of 10% of the quantity specified in the Base Period for that line item is reached. The Contracting Officer may exercise such optional quantities by issuing a unilateral contract modification to the contractor at any time prior to the expiration of the Base Period. Delivery of these optional quantities shall be subject to all the same terms and conditions as the estimated quantities specified in the Base Period of this Schedule.

NOTES:

1. The contractor's primary mobilization point for labor is St. Louis, MO. The contractor agrees to make every effort to mobilize labor from the nearest available office to the cleanup site. However, in no event shall the charge for mobilization exceed what the charge for mobilization would be if the individual(s) were mobilized from the contractor's primary mobilization point within Region 7. During contractor's primary mobilization to the site and demobilization from the site, the contractor will be reimbursed at the applicable burdened hourly labor rate for personnel.
2. The straight time rates shall be charged in accordance with the contractor's employees normal workweek. (A workweek, at a minimum, shall be 40 hours). The contractor will only be reimbursed for actual hours worked. Overtime shall be charged when time worked by a contractor's employee is in excess of the employee's normal workweek and the contractor's established payment practices except for exempt (salaried) employees. Reimbursement of allowable overtime is contingent upon the contractor having actually paid such overtime to employees. Overtime shall be charged only when it has been approved in advance by the contracting officer or on-scene coordinator. In the event one individual performs multiple positions/roles during a day, the individual's labor shall be charged under the Item for which that individual incurred the majority of their labor hours that day.
3. Prior to task order award, when requested by the Contracting Officer, the Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 20 percent of the original task order price and a payment bond (Standard Form 1416) in an amount equal to 20 percent of the original task order price.
4. Equipment prices are inclusive of maintenance and fuel costs. In the event equipment is needed but, is not identified in the Price Schedule, the contractor will submit a written request for approval to use of such equipment on a per task order basis to the Contracting Officer (copy to the On Scene Coordinator) with a description of the equipment including its designated RCMS number, quantity, whether or not the equipment is contractor owned or rented, an estimated period of usage and cost per hour/total estimated cost. If the Contractor chooses to use rental equipment in lieu of equipment listed in this Price Schedule, and the cost for such rental equipment exceeds the cost for equivalent equipment in the Price Schedule, the contractor shall send a written request for use of such rental equipment on a per task order basis to the Contracting Officer with a description of the equipment, reason for renting the equipment, an estimated period of usage and cost per hour/total estimated cost. Charges for such equipment shall be submitted under Other Direct Costs (ODCs) for the associated task order.
5. Information concerning RCMS Personnel and Equipment codes can be found at the EPA's On-Scene Coordinator site:
https://response.epa.gov/site/site_profile.aspx?site_id=5404

OPTION PERIOD I			
Base Period plus 12 months			
CLIN 1001 LABOR			
Sub-CLIN 1001AA Straight Time			
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT
S1-05-01	Supervisor-Response Manager	4480	HR
S5-07-01	Management - Health & Safety Officer	1120	HR
S5-10-01	Management - Program Manager	4480	HR
S5-20-01	Management - T&D Coordinator	1120	HR
S2-13-01	Field Staff-Field Cost Admin	3500	HR
S1-10-01	Supervisor Forman	3920	HR
S2-05-01	Field Staff-Equipment Operator	6300	HR
D2-05-01	Field Staff-Equipment Operator	2100	HR
S2-15-01	Field Staff-Laborer	10500	HR
D2-15-01	Field Staff-Laborer	3500	HR
S2-30-01	Field Staff-Laborer/Non 40 Hr.	2100	HR
D2-30-01	Field Staff-Laborer/Non 40 Hr.	700	HR
S2-20-01	Field Staff-Truck Driver	2100	HR
D2-20-01	Field Staff-Truck Driver	700	HR
S3-30-01	Specialty-Lab Technician	140	HR
S4-51-01	Technical-Health & Safety Tech	650	HR
S4-31-01	Technical-Ind Hygienist-Cert.	500	HR
S3-15-01	Specialty-Explosives	70	HR
S4-05-01	Technical-Chemist Organics	175	HR
S4-20-01	Technical-Geologist	175	HR
Total Straight Time Hours		48330	
Sub-CLIN 1001AB Overtime			
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT
S1-05-01	Supervisor-Response Manager	1920	HR
S5-07-01	Management - Health & Safety Officer	480	HR
S5-10-01	Management - Program Manager	1920	HR
S5-20-01	Management - T&D Coordinator	480	HR
S2-13-01	Field Staff-Field Cost Admin	1500	HR
S1-10-01	Supervisor-Forman	1680	HR
S2-05-01	Field Staff-Equipment Operator	2700	HR
D2-05-01	Field Staff-Equipment Operator	900	HR
S2-15-01	Field Staff-Laborer	4500	HR
D2-15-01	Field Staff-Laborer	1500	HR
S2-30-01	Field Staff-Laborer/Non 40 hr.	900	HR
D2-30-01	Field Staff-Laborer/Non 40 hr.	300	HR
S2-20-01	Field Staff-Truck Driver	900	HR
D2-20-01	Field Staff-Truck Driver	300	HR
S3-25-01	Specialty-Lab Technician	60	HR
S4-51-01	Technical-Health & Safety Tech	360	HR
S4-31-01	Technical-Ind Hygienist-Cert.	240	HR
S3-15-01	Specialty-Explosives	30	HR
S4-05-01	Technical-Chemist/Organics	75	HR
S4-20-01	Technical-Geologist	60	HR
Total Overtime Hours		20805	

CLIN 1002 Equipment

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT
01-120-001	Truck Boom - <6 tons	30	DAYS
01-130-006	Truck Box - 6 < 10ft	25	DAYS
01-230-050	Truck-Pickup - 1/2 tons	325	DAYS
01-235-050	Truck-Pickup 4 wheel drive - 1/2 tons	780	DAYS
01-280-006	Truck-Stakebed/Flatbed- 6 < 12ft	675	DAYS
01-280-012	Truck-Stakebed/Flatbed- 12 < 16ft	275	DAYS
01-160-005	Truck-Dump -5yds < 10yds	750	DAYS
01-160-015	Truck-Dump -15yds < 20yds	900	DAYS
01-350-020	Truck-Water- 2k < 3k gal	60	DAYS
01-350-040	Truck Water- 4k < 5k gal	125	DAYS
02-140-001	Trailer-Lowboy/Equip - < 6 tons	275	DAYS
02-140-006	Trailer-Lowboy/Equip - 6 < 10 tons	170	DAYS
02-140-010	Trailer-Lowboy/Equip - 10 < 15 tons	275	DAYS
02-160-020	Trailer-Storage/Box-Approx-20 < 25ft	250	DAYS
02-160-040	Trailer-Storage/Box-Approx- > 40ft	90	DAYS
02-150-030	Trailer-Office- 30 < 40	50	DAYS
02-120-025	Trailer-Decon- 25 < 30ft	30	DAYS
03-110-135	Heavy Equipment-Backhoe-13.5K <16K	30	DAYS
03-120-026	Heavy Equipment-Bulldozer-26K <32K	30	DAYS
03-120-036	Heavy Equipment-Bulldozer-36K <43K	50	DAYS
03-130-001	Heavy Equipment-Compactor-Vibratory <40	50	DAYS
03-140-015	Heavy Equipment-Crane-15 < 20 tons	30	DAYS
03-140-020	Heavy Equipment-Crane-20 < 25 tons	30	DAYS
03-168-001	Heavy Equipment-Excavator-Wheeled-<30K	50	DAYS
03-160-01	Heavy Equipment-Excavator-10<15K	50	DAYS
03-160-020	Field Equipment-Boat/Motor/Trailer 12-16 ft	20	DAYS
03-160-026	Heavy Equipment-Excavator-26K <30K	100	DAYS
03-160-035	Heavy Equipment-Excavator- 35K <38K	70	DAYS
03-165-055	Heavy Equip-Excavator-Long Reach-55K<60K	50	DAYS
03-160-051	Heavy Equipment-Excavator-51K <53K	50	DAYS
03-160-016	Heavy Equipment-Excavator 16K <18K	350	DAYS
03-255-080	Heavy Equipment-Skid Steer-Loaders-8K<10K	875	DAYS
03-250-001	Heavy Equipment-Skid Steer-Loaders <6K	70	DAYS
03-260-025	Heavy Equipment-Tractor-25 < 40 HP	30	DAYS
03-260-Z65	Heavy Equipment-Tractor-Attach-Straw Blower	20	DAYS
03-170-001	Heavy Equipment-Fork Lift-Motorized-<5K lbs	25	DAYS
03-250-Z25	Heavy Equipment-Skid Steer-Attach-Grapppler	25	DAYS
03-225-080	Heavy Equipment-Skid Steer-Ldr Multi-8K <10K	25	DAYS
05-015-010	Safety-Radio-Handheld	50	DAYS
05-001-020	Safety-Meter/Motor-Hnu (PID)	20	DAYS
07-160-005	Field Equipment-Boat/Motor/Trailer 12-16 ft	15	DAYS
07-215-100	Field Equipment-Compressor/Air-100 <200	175	DAYS
07-430-025	Field Equipment-Office Equipment-	100	DAYS
07-300-005	Field Equipment-Generator-5 < 10 KW	25	DAYS
07-620-020	Field Equipment-Vacuum-Mercury	50	DAYS
07-630-025	Field Equipment-Washer Pressure-2500<3000 PSI	50	DAYS
07-390-001	Field Equipment-Light Plant-<4K Watts	50	DAYS
07-320-010	Field Equipment-Heating Unit	50	DAYS
08-120-010	Pump-Barrel-Explosion Proof	15	DAYS
08-130-002	Pump-Centrifugal-Gasoline-2 inch	25	DAYS
08-160-003	Pump-Diaphram-Neoprene-3 inch	25	DAYS
08-125-002	Pump-Centrifugal-Diesel-2 inch	25	DAYS
09-005-025	Oil-Boom-Harbor 6-12"/50ft	30	DAYS
09-15-005	Oil-Skimmer-Drum 10-20 bbl/hr	30	DAYS

04-006-030	Laboratory-Analytical-Flash Point	25	DAYS
	Total Equipment	7875	
CLIN 1003	Data in accordance with contract clause F.2 NOTE: NSP = Not Separately Priced, to be included in line items above	1	LOT
CLIN 1004	Transportation & Disposal + 9.50% G&A in support of CLIN 001		
CLIN 1005	Travel, inclusive of per diem + 9.50% G&A in support of CLIN 0001		
CLIN 1006	ODCs (Subcontract & materials) + 9.50% G&A in support of Item 0001		
CLIN 1007	OPTION FOR INCREASED QUANTITY - EQUAL TO 10% OF PRICE/COST OF BASE PERIOD*		
TOTAL PRICE OPTION PERIOD I			\$ 16,565,361.25
<p>* The Government may require delivery of additional quantities of any or all of the numbered line items identified in this Price Schedule, at the price stated in this Schedule for that specific line item. These additional or "optional" quantities may be exercised at one time or incrementally up to a maximum of 10% of the quantity specified in the Base Period for that line item is reached. The Contracting Officer may exercise such optional quantities by issuing a unilateral contract modification to the contractor at any time prior to the expiration of the Base Period. Delivery of these optional quantities shall be subject to all the same terms and conditions as the estimated quantities specified in the Base Period of this Schedule.</p> <p>NOTES:</p> <p>1. The contractor's primary mobilization point for labor is St. Louis, MO. The contractor agrees to make every effort to mobilize labor from the nearest available office to the cleanup site. However, in no event shall the charge for mobilization exceed what the charge for mobilization would be if the individual(s) were mobilized from the contractor's primary mobilization point within Region 7. During contractor's primary mobilization to the site and demobilization from the site, the contractor will be reimbursed at the applicable burdened hourly labor rate for personnel.</p> <p>2. The straight time rates shall be charged in accordance with the contractor's employees normal workweek. (A workweek, at a minimum, shall be 40 hours). The contractor will only be reimbursed for actual hours worked. Overtime shall be charged when time worked by a contractor's employee is in excess of the employee's normal workweek and the contractor's established payment practices except for exempt (salaried) employees. Reimbursement of allowable overtime is contingent upon the contractor having actually paid such overtime to employees. Overtime shall be charged only when it has been approved in advance by the contracting officer or on-scene coordinator. In the event one individual perform multiple positions/roles during a day, the individual's labor shall be charged under the Item for which that individual incurred the majority of their labor hours that day.</p> <p>3. Prior to task order award, when requested by the Contracting Officer, the Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 20 percent of the original task order price and a payment bond (Standard Form 1416) in an amount equal to 20 percent of the original task order price.</p> <p>4. Equipment prices are inclusive of maintenance and fuel costs. In the event equipment is needed but, is not identified in the Price Schedule, the contractor will submit a written request for approval to use of such equipment on a per task order basis to the Contracting Officer (copy to the On Scene Coordinator) with a description of the equipment including its designated RCMS number, quantity, whether or not the equipment is contractor owned or rented, an estimated period of usage and cost per hour/total estimated cost. If the Contractor chooses to use rental equipment in lieu of equipment listed in this Price Schedule, and the cost for such rental equipment exceeds the cost for equivalent equipment in the Price Schedule, the contractor shall send a written request for use of such rental equipment on a per task order basis to the Contracting Officer with a description of the equipment, reason for renting the equipment, an estimated period of usage and cost per hour/total estimated cost. Charges for such equipment shall be submitted under Other Direct Costs (ODCs) for the associated task order.</p> <p>5. Information concerning RCMS Personnel and Equipment codes can be found at the EPA's On-Scene Coordinator site: https://response.epa.gov/site/site_profile.aspx?site_id=5404</p>			

OPTION PERIOD II
Option Period I plus 12 months

CLIN 2001 LABOR
Sub-CLIN 2001AA Straight Time

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT
S1-05-01	Supervisor-Response Manager	4480	HR
S5-07-01	Management - Health & Safety Officer	1120	HR
S5-10-01	Management - Program Manager	4480	HR
S5-20-01	Management - T&D Coordinator	1120	HR
S2-13-01	Field Staff-Field Cost Admin	3500	HR
S1-10-01	Supervisor Forman	3920	HR
S2-05-01	Field Staff-Equipment Operator	6300	HR
D2-05-01	Field Staff-Equipment Operator	2100	HR
S2-15-01	Field Staff-Laborer	10500	HR
D2-15-01	Field Staff-Laborer	3500	HR
S2-30-01	Field Staff-Laborer/Non 40 Hr.	2100	HR
D2-30-01	Field Staff-Laborer/Non 40 Hr.	700	HR
S2-20-01	Field Staff-Truck Driver	2100	HR
D2-2-01	Field Staff-Truck Driver	700	HR
S3-30-01	Specialty-Lab Technician	140	HR
S4-51-01	Technical-Health & Safety Tech	650	HR
S4-31-01	Technical-Ind Hygienist-Cert.	500	HR
S3-15-01	Specialty-Explosives	70	HR
S4-05-01	Technical-Chemist Organics	175	HR
S4-20-01	Technical-Geologist	175	HR
	Total Straight Time Hours	48330	

Sub-CLIN 2001AB Overtime

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT
S1-05-01	Supervisor-Response Manager	1920	HR
S5-07-01	Management - Health & Safety Officer	480	HR
S5-10-01	Management - Program Manager	1920	HR
S5-20-01	Management - T&D Coordinator	480	HR
S2-13-01	Field Staff-Field Cost Admin	1500	HR
S1-10-01	Supervisor-Forman	1680	HR
S2-05-01	Field Staff-Equipment Operator	2700	HR
D2-05-01	Field Staff-Equipment Operator	900	HR
S2-15-01	Field Staff-Laborer	4500	HR
D2-15-01	Field Staff-Laborer	1500	HR
S2-30-01	Field Staff-Laborer/Non 40 hr.	900	HR
D2-30-01	Field Staff-Laborer/Non 40 hr.	300	HR
S2-20-01	Field Staff-Truck Driver	900	HR
D2-20-01	Field Staff-Truck Driver	300	HR
S3-25-01	Specialty-Lab Technician	60	HR
S4-51-01	Technical-Health & Safety Tech	360	HR
S4-31-01	Technical-Ind Hygienist-Cert.	240	HR
S3-15-01	Specialty-Explosives	30	HR
S4-05-01	Technical-Chemist/Organics	75	HR
S4-20-01	Technical-Geologist	60	HR
	Total Overtime Hours	20805	

CLIN 2002 Equipment

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT
01-120-001	Truck Boom - <6 tons	30	DAYS
01-130-006	Truck Box - 6 < 10ft	25	DAYS
01-230-050	Truck-Pickup - 1/2 tons	325	DAYS
01-235-050	Truck-Pickup 4 wheel drive - 1/2 tons	780	DAYS
01-280-006	Truck-Stakebed/Flatbed- 6 < 12ft	675	DAYS
01-280-012	Truck-Stakebed/Flatbed- 12 < 16ft	275	DAYS
01-160-005	Truck-Dump -5yds < 10yds	750	DAYS
01-160-015	Truck-Dump -15yds < 20yds	900	DAYS
01-350-020	Truck-Water- 2k < 3k gal	60	DAYS
01-350-040	Truck Water- 4k < 5k gal	125	DAYS
02-140-001	Trailer-Lowboy/Eqp - < 6 tons	275	DAYS
02-140-006	Trailer-Lowboy/Eqp - 6 < 10 tons	170	DAYS
02-140-010	Trailer-Lowboy/Eqp - 10 < 15 tons	275	DAYS
02-160-020	Trailer-Storage/Box-Approx-20 < 25ft	250	DAYS
02-160-040	Trailer-Storage/Box-Approx- > 40ft	90	DAYS
02-150-030	Trailer-Office- 30 < 40	50	DAYS
02-120-025	Trailer-Decon- 25 < 30ft	30	DAYS
03-110-135	Heavy Equipment-Backhoe-13.5K <16K	30	DAYS
03-120-026	Heavy Equipment-Bulldozer-26K <32K	30	DAYS
03-120-036	Heavy Equipment-Bulldozer-36K <43K	50	DAYS
03-130-001	Heavy Equipment-Compactor-Vibratory <40	50	DAYS
03-140-015	Heavy Equipment-Crane-15 < 20 tons	30	DAYS
03-140-020	Heavy Equipment-Crane-20 < 25 tons	30	DAYS
03-168-001	Heavy Equipment-Excavator-Wheeled-<30K	50	DAYS
03-160-01	Heavy Equipment-Excavator-10<15K	50	DAYS
03-160-020	Field Equipment-Boat/Motor/Trailer 12-16 ft	20	DAYS
03-160-026	Heavy Equipment-Excavator-26K <30K	100	DAYS
03-160-035	Heavy Equipment-Excavator- 35K <38K	70	DAYS
03-165-055	Heavy Equip-Excavator-Long Reach-55K<60K	50	DAYS
03-160-051	Heavy Equipment-Excavator-51K <53K	50	DAYS
03-160-016	Heavy Equipment-Excavator 16K <18K	350	DAYS
03-255-080	Heavy Equipment-Skid Steer-Loaders-8K<10K	875	DAYS
03-250-001	Heavy Equipment-Skid Steer-Loaders <6K	70	DAYS
03-260-025	Heavy Equipment-Tractor-25 < 40 HP	30	DAYS
03-260-Z65	Heavy Equipment-Tractor-Attach-Straw Blower	20	DAYS
03-170-001	Heavy Equipment-Fork Lift-Motorized-<5K lbs	25	DAYS
03-250-Z25	Heavy Equipment-Skid Steer-Attach-Grappler	25	DAYS
03-255-080	Heavy Equipment-Skid Steer-Ldr Multi-8K <10K	25	DAYS
05-015-010	Safety-Radio-Handheld	50	DAYS
05-001-020	Safety-Meter/Motor-Hnu (PID)	20	DAYS
07-160-005	Field Equipment-Boat/Motor/Trailer 12-16 ft	15	DAYS
07-215-100	Field Equipment-Compressor/Air-100 <200	175	DAYS
07-430-025	Field Equipment-Office Equipment-	100	DAYS
07-300-005	Field Equipment-Generator-5 < 10 KW	25	DAYS
07-620-020	Field Equipment-Vacuum-Mercury	50	DAYS
07-630-025	Field Equipment-Washer Pressure-2500<3000 PSI	50	DAYS
07-390-001	Field Equipment-Light Plant-<4K Watts	50	DAYS
07-320-010	Field Equipment-Heating Unit	50	DAYS
08-120-010	Pump-Barrel-Explosion Proof	15	DAYS
08-130-002	Pump-Centrifugal-Gasoline-2 inch	25	DAYS
08-160-003	Pump-Diaphram-Neoprene-3 inch	25	DAYS
08-125-002	Pump-Centrifugal-Diesel-2 inch	25	DAYS
09-005-025	Oil-Boom-Harbor 6-12"/50ft	30	DAYS
09-15-005	Oil-Skimmer-Drum 10-20 bbl/hr	30	DAYS
04-006-030	Laboratory-Analytical-Flash Point	25	DAYS

	Total Equipment	7875	
CLIN 2003	Data in accordance with contract clause F.2 NOTE: NSP = Not Separately Priced, to be included in line items above	1	LOT
CLIN 2004	Transportation & Disposal + 9.50% G&A in support of CLIN 001		
CLIN 2005	Travel, inclusive of per diem + 9.50% G&A in support of CLIN 0001		
CLIN 2006	ODCs (Subcontract & materials) + 9.50% G&A in support of Item 0001		
CLIN 2007	OPTION FOR INCREASED QUANTITY - EQUAL TO 10% OF PRICE/COST OF BASE PERIOD*		

TOTAL PRICE OPTION PERIOD II

\$ 16,795,680.85

* The Government may require delivery of additional quantities of any or all of the numbered line items identified in this Price Schedule, at the price stated in this Schedule for that specific line item. These additional or "optional" quantities may be exercised at one time or incrementally up to a maximum of 10% of the quantity specified in the Base Period for that line item is reached. The Contracting Officer may exercise such optional quantities by issuing a unilateral contract modification to the contractor at any time prior to the expiration of the Base Period. Delivery of these optional quantities shall be subject to all the same terms and conditions as the estimated quantities specified in the Base Period of this Schedule.

NOTES:

1. The contractor's primary mobilization point for labor is St. Louis, MO. The contractor agrees to make every effort to mobilize labor from the nearest available office to the cleanup site. However, in no event shall the charge for mobilization exceed what the charge for mobilization would be if the individual(s) were mobilized from the contractor's primary mobilization point within Region 7. During contractor's primary mobilization to the site and demobilization from the site, the contractor will be reimbursed at the applicable burdened hourly labor rate for personnel.

2. The straight time rates shall be charged in accordance with the contractor's employees normal workweek. (A workweek, at a minimum, shall be 40 hours). The contractor will only be reimbursed for actual hours worked. Overtime shall be charged when time worked by a contractor's employee is in excess of the employee's normal workweek and the contractor's established payment practices except for exempt (salaried) employees. Reimbursement of allowable overtime is contingent upon the contractor having actually paid such overtime to employees. Overtime shall be charged only when it has been approved in advance by the contracting officer or on-scene coordinator. In the event one individual performs multiple positions/roles during a day, the individual's labor shall be charged under the Item for which that individual incurred the majority of their labor hours that day.

3. Prior to task order award, when requested by the Contracting Officer, the Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 20 percent of the original task order price and a payment bond (Standard Form 1416) in an amount equal to 20 percent of the original task order price.

4. Equipment prices are inclusive of maintenance and fuel costs. In the event equipment is needed but, is not identified in the Price Schedule, the contractor will submit a written request for approval to use of such equipment on a per task order basis to the Contracting Officer (copy to the On Scene Coordinator) with a description of the equipment including its designated RCMS number, quantity, whether or not the equipment is contractor owned or rented, an estimated period of usage and cost per hour/total estimated cost. If the Contractor chooses to use rental equipment in lieu of equipment listed in this Price Schedule, and the cost for such rental equipment exceeds the cost for equivalent equipment in the Price Schedule, the contractor shall send a written request for use of such rental equipment on a per task order basis to the Contracting Officer with a description of the equipment, reason for renting the equipment, an estimated period of usage and cost per hour/total estimated cost. Charges for such equipment shall be submitted under Other Direct Costs (ODCs) for the associated task order.

5. Information concerning RCMS Personnel and Equipment codes can be found at the EPA's On-Scene Coordinator site:
https://response.epa.gov/site/site_profile.aspx?site_id=5404

OPTION PERIOD III			
Option Period II plus 12 months			
CLIN 3001 LABOR			
Sub-CLIN 3001AA Straight Time			
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT
S1-05-01	Supervisor-Response Manager	4480	HR
S5-07-01	Management - Health & Safety Officer	1120	HR
S5-10-01	Management - Program Manager	4480	HR
S5-20-01	Management - T&D Coordinator	1120	HR
S2-13-01	Field Staff-Field Cost Admin	3500	HR
S1-10-01	Supervisor Forman	3920	HR
S2-05-01	Field Staff-Equipment Operator	6300	HR
D2-05-01	Field Staff-Equipment Operator	2100	HR
S2-15-01	Field Staff-Laborer	10500	HR
D2-15-01	Field Staff-Laborer	3500	HR
S2-30-01	Field Staff-Laborer/Non 40 Hr.	2100	HR
D2-30-01	Field Staff-Laborer/Non 40 Hr.	700	HR
S2-20-01	Field Staff-Truck Driver	2100	HR
D2-20-01	Field Staff-Truck Driver	700	HR
S3-25-01	Specialty-Lab Technician	140	HR
S4-51-01	Technical-Health & Safety Tech	650	HR
S4-31-01	Technical-Ind Hygienist-Cert.	500	HR
S3-15-01	Specialty-Explosives	70	HR
S4-05-01	Technical-Chemist Organics	175	HR
S4-20-01	Technical-Geologist	175	HR
	Total Straight Time Hours	41750	
Sub-CLIN 3001AB Overtime			
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT
S1-05-01	Supervisor-Response Manager	1920	HR
S5-07-01	Management - Health & Safety Officer	480	HR
S5-10-01	Management - Program Manager	1920	HR
S5-20-01	Management - T&D Coordinator	480	HR
S2-13-01	Field Staff-Field Cost Admin	1500	HR
S1-10-01	Supervisor-Forman	1680	HR
S2-05-01	Field Staff-Equipment Operator	2700	HR
D2-05-01	Field Staff-Equipment Operator	900	HR
S2-15-01	Field Staff-Laborer	4500	HR
D2-15-01	Field Staff-Laborer	1500	HR
S2-30-01	Field Staff-Laborer/Non 40 hr.	900	HR
D2-30-01	Field Staff-Laborer/Non 40 hr.	300	HR
S2-20-01	Field Staff-Truck Driver	900	HR
D2-20-01	Field Staff-Truck Driver	300	HR
S3-25-01	Specialty-Lab Technician	60	HR
S4-51-01	Technical-Health & Safety Tech	360	HR
S4-31-01	Technical-Ind Hygienist-Cert.	240	HR
S3-15-01	Specialty-Explosives	30	HR
S4-05-01	Technical-Chemist/Organics	75	HR
S4-20-01	Technical-Geologist	60	HR
	Total Overtime Hours	20805	

CLIN 3002 Equipment

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT
01-120-001	Truck Boom - <6 tons	30	DAYS
01-130-006	Truck Box - 6 < 10ft	25	DAYS
01-230-050	Truck-Pickup - 1/2 tons	325	DAYS
01-235-050	Truck-Pickup 4 wheel drive - 1/2 tons	780	DAYS
01-280-006	Truck-Stakebed/Flatbed- 6 < 12ft	675	DAYS
01-280-012	Truck-Stakebed/Flatbed- 12 < 16ft	275	DAYS
01-160-005	Truck-Dump -5yds < 10yds	750	DAYS
01-160-015	Truck-Dump -15yds < 20yds	900	DAYS
01-350-020	Truck-Water- 2k < 3k gal	60	DAYS
01-350-040	Truck Water- 4k < 5k gal	125	DAYS
02-140-001	Trailer-Lowboy/Eqp - < 6 tons	275	DAYS
02-140-006	Trailer-Lowboy/Eqp - 6 < 10 tons	170	DAYS
02-140-010	Trailer-Lowboy/Eqp - 10 < 15 tons	275	DAYS
02-160-020	Trailer-Storage/Box-Approx-20 < 25ft	250	DAYS
02-160-040	Trailer-Storage/Box-Approx- > 40ft	90	DAYS
02-150-030	Trailer-Office- 30 < 40	50	DAYS
02-120-025	Trailer-Decon- 25 < 30ft	30	DAYS
03-110-135	Heavy Equipment-Backhoe-13.5K <16K	30	DAYS
03-120-026	Heavy Equipment-Bulldozer-26K <32K	30	DAYS
03-120-036	Heavy Equipment-Bulldozer-36K <43K	50	DAYS
03-130-001	Heavy Equipment-Compactor-Vibratory <40	50	DAYS
03-140-015	Heavy Equipment-Crane-15 < 20 tons	30	DAYS
03-140-020	Heavy Equipment-Crane-20 < 25 tons	30	DAYS
03-168-001	Heavy Equipment-Excavator-Wheeled-<30K	50	DAYS
03-160-01	Heavy Equipment-Excavator-10<15K	50	DAYS
03-160-020	Field Equipment-Boat/Motor/Trailer 12-16 ft	20	DAYS
03-160-026	Heavy Equipment-Excavator-26K <30K	100	DAYS
03-160-035	Heavy Equipment-Excavator- 35K <38K	70	DAYS
03-165-055	Heavy Equip-Excavator-Long Reach-55K<60K	50	DAYS
03-160-051	Heavy Equipment-Excavator-51K <53K	50	DAYS
03-160-016	Heavy Equipment-Excavator 16K <18K	350	DAYS
03-250-080	Heavy Equipment-Skid Steer-Loaders-8K<10K	875	DAYS
03-250-001	Heavy Equipment-Skid Steer-Loaders <6K	70	DAYS
03-260-025	Heavy Equipment-Tractor-25 < 40 HP	30	DAYS
03-260-Z65	Heavy Equipment-Tractor-Attach-Straw Blower	20	DAYS
03-170-001	Heavy Equipment-Fork Lift-Motorized-<5K lbs	25	DAYS
03-250-Z25	Heavy Equipment-Skid Steer-Attach-Grappler	25	DAYS
03-255-080	Heavy Equipment-Skid Steer-Ldr Multi-8K <10K	25	DAYS
05-015-010	Safety-Radio-Handheld	50	DAYS
05-001-020	Safety-Meter/Motor-Hnu (PID)	20	DAYS
07-160-005	Field Equipment-Boat/Motor/Trailer 12-16 ft	15	DAYS
07-215-100	Field Equipment-Compressor/Air-100 <200	175	DAYS
07-430-025	Field Equipment-Office Equipment-	100	DAYS
07-300-005	Field Equipment-Generator-5 < 10 KW	25	DAYS
07-620-020	Field Equipment-Vacuum-Mercury	50	DAYS
07-630-025	Field Equipment-Washer Pressure-2500<3000 PSI	50	DAYS
07-390-001	Field Equipment-Light Plant-<4K Watts	50	DAYS
07-320-010	Field Equipment-Heating Unit	50	DAYS
08-120-010	Pump-Barrel-Explosion Proof	15	DAYS
08-130-002	Pump-Centrifugal-Gasoline-2 inch	25	DAYS
08-160-003	Pump-Diaphram-Neoprene-3 inch	25	DAYS
08-125-002	Pump-Centrifugal-Diesel-2 inch	25	DAYS
09-005-025	Oil-Boom-Harbor 6-12"/50ft	30	DAYS
09-15-005	Oil-Skimmer-Drum 10-20 bbl/hr	30	DAYS
04-006-030	Laboratory-Analytical-Flash Point	25	DAYS

	Total Equipment	7875		
CLIN 3003	Data in accordance with contract clause F.2 NOTE: NSP = Not Separately Priced, to be included in line items above	1	LOT	
CLIN 3004	Transportation & Disposal + 9.50% G&A in support of CLIN 001			
CLIN 3005	Travel, inclusive of per diem + 9.50% G&A in support of CLIN 0001			
CLIN 3006	ODCs (Subcontract & materials) + 9.50% G&A in support of Item 0001			
CLIN 3007	OPTION FOR INCREASED QUANTITY - EQUAL TO 10% OF PRICE/COST OF BASE PERIOD*			

TOTAL PRICE OPTION PERIOD III

\$ 17,054,199.02

* The Government may require delivery of additional quantities of any or all of the numbered line items identified in this Price Schedule, at the price stated in this Schedule for that specific line item. These additional or "optional" quantities may be exercised at one time or incrementally up to a maximum of 10% of the quantity specified in the Base Period for that line item is reached. The Contracting Officer may exercise such optional quantities by issuing a unilateral contract modification to the contractor at any time prior to the expiration of the Base Period. Delivery of these optional quantities shall be subject to all the same terms and conditions as the estimated quantities specified in the Base Period of this Schedule.

NOTES:

1. The contractor's primary mobilization point for labor is St. Louis, MO. The contractor agrees to make every effort to mobilize labor from the nearest available office to the cleanup site. However, in no event shall the charge for mobilization exceed what the charge for mobilization would be if the individual(s) were mobilized from the contractor's primary mobilization point within Region 7. During contractor's primary mobilization to the site and demobilization from the site, the contractor will be reimbursed at the applicable burdened hourly labor rate for personnel.

2. The straight time rates shall be charged in accordance with the contractor's employees normal workweek. (A workweek, at a minimum, shall be 40 hours). The contractor will only be reimbursed for actual hours worked. Overtime shall be charged when time worked by a contractor's employee is in excess of the employee's normal workweek and the contractor's established payment practices except for exempt (salaried) employees. Reimbursement of allowable overtime is contingent upon the contractor having actually paid such overtime to employees. Overtime shall be charged only when it has been approved in advance by the contracting officer or on-scene coordinator. In the event one individual performs multiple positions/roles during a day, the individual's labor shall be charged under the Item for which that individual incurred the majority of their labor hours that day.

3. Prior to task order award, when requested by the Contracting Officer, the Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 20 percent of the original task order price and a payment bond (Standard Form 1416) in an amount equal to 20 percent of the original task order price.

4. Equipment prices are inclusive of maintenance and fuel costs. In the event equipment is needed but, is not identified in the Price Schedule, the contractor will submit a written request for approval to use of such equipment on a per task order basis to the Contracting Officer (copy to the On Scene Coordinator) with a description of the equipment including its designated RCMS number, quantity, whether or not the equipment is contractor owned or rented, an estimated period of usage and cost per hour/total estimated cost. If the Contractor chooses to use rental equipment in lieu of equipment listed in this Price Schedule, and the cost for such rental equipment exceeds the cost for equivalent equipment in the Price Schedule, the contractor shall send a written request for use of such rental equipment on a per task order basis to the Contracting Officer with a description of the equipment, reason for renting the equipment, an estimated period of usage and cost per hour/total estimated cost. Charges for such equipment shall be submitted under Other Direct Costs (ODCs) for the associated task order.

5. Information concerning RCMS Personnel and Equipment codes can be found at the EPA's On-Scene Coordinator site:
https://response.epa.gov/site/site_profile.aspx?site_id=5404

OPTION PERIOD IV
Option Period III plus 12 months

CLIN 4001 LABOR

Sub-CLIN 4001AA Straight Time

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT
S1-05-01	Supervisor-Response Manager	4480	HR
S5-07-01	Management - Health & Safety Officer	1120	HR
S5-10-01	Management - Program Manager	4480	HR
S5-20-01	Management - T&D Coordinator	1120	HR
S2-13-01	Field Staff-Field Cost Admin	3500	HR
S1-10-01	Supervisor Forman	3920	HR
S2-05-01	Field Staff-Equipment Operator	6300	HR
D2-05-01	Field Staff-Equipment Operator	2100	HR
S2-15-01	Field Staff-Laborer	10500	HR
D2-15-01	Field Staff-Laborer	3500	HR
S2-30-01	Field Staff-Laborer/Non 40 Hr.	2100	HR
D2-30-01	Field Staff-Laborer/Non 40 Hr.	700	HR
S2-20-01	Field Staff-Truck Driver	2100	HR
D2-20-01	Field Staff-Truck Driver	700	HR
S3-25-01	Specialty-Lab Technician	140	HR
S4-51-01	Technical-Health & Safety Tech	650	HR
S4-31-01	Technical-Ind Hygienist-Cert.	500	HR
S3-15-01	Specialty-Explosives	70	HR
S4-05-01	Technical-Chemist Organics	175	HR
S4-20-01	Technical-Geologist	175	HR
	Total Straight Time Hours	48330	

Sub-CLIN 4001AB Overtime

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT
S1-05-01	Supervisor-Response Manager	1920	HR
S5-07-01	Management - Health & Safety Officer	480	HR
S5-10-01	Management - Program Manager	1920	HR
S5-20-01	Management - T&D Coordinator	480	HR
S2-13-01	Field Staff-Field Cost Admin	1500	HR
S1-10-01	Supervisor-Forman	1680	HR
S2-05-01	Field Staff-Equipment Operator	2700	HR
D2-05-01	Field Staff-Equipment Operator	900	HR
S2-15-01	Field Staff-Laborer	4500	HR
D2-15-01	Field Staff-Laborer	1500	HR
S2-30-01	Field Staff-Laborer/Non 40 hr.	900	HR
D2-30-01	Field Staff-Laborer/Non 40 hr.	300	HR
S2-20-01	Field Staff-Truck Driver	900	HR
D2-20-01	Field Staff-Truck Driver	300	HR
S3-25-01	Specialty-Lab Technician	60	HR
S4-51-01	Technical-Health & Safety Tech	360	HR
S4-31-01	Technical-Ind Hygienist-Cert.	240	HR
S3-15-01	Specialty-Explosives	30	HR
S4-05-01	Technical-Chemist/Organics	75	HR
S4-20-01	Technical-Geologist	60	HR
	Total Overtime Hours	20805	

CLIN 4002 Equipment

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT
01-120-001	Truck Boom - <6 tons	30	DAYS
01-130-006	Truck Box - 6 < 10ft	25	DAYS
01-230-050	Truck-Pickup - 1/2 tons	325	DAYS
01-235-050	Truck-Pickup 4 wheel drive - 1/2 tons	780	DAYS
01-280-006	Truck-Stakebed/Flatbed- 6 < 12ft	675	DAYS
01-280-012	Truck-Stakebed/Flatbed- 12 < 16ft	275	DAYS
01-160-005	Truck-Dump -5yds < 10yds	750	DAYS
01-160-015	Truck-Dump -15yds < 20yds	900	DAYS
01-350-020	Truck-Water- 2k < 3k gal	60	DAYS
01-350-040	Truck Water- 4k < 5k gal	125	DAYS
02-140-001	Trailer-Lowboy/Eqp - < 6 tons	275	DAYS
02-140-006	Trailer-Lowboy/Eqp - 6 < 10 tons	170	DAYS
02-140-010	Trailer-Lowboy/Eqp - 10 < 15 tons	275	DAYS
02-160-020	Trailer-Storage/Box-Approx-20 < 25ft	250	DAYS
02-160-040	Trailer-Storage/Box-Approx- > 40ft	90	DAYS
02-150-030	Trailer-Office- 30 < 40	50	DAYS
02-120-025	Trailer-Decon- 25 < 30ft	30	DAYS
03-110-135	Heavy Equipment-Backhoe-13.5K <16K	30	DAYS
03-120-026	Heavy Equipment-Bulldozer-26K <32K	30	DAYS
03-120-036	Heavy Equipment-Bulldozer-36K <43K	50	DAYS
03-130-001	Heavy Equipment-Compactor-Vibratory <40	50	DAYS
03-140-015	Heavy Equipment-Crane-15 < 20 tons	30	DAYS
03-140-020	Heavy Equipment-Crane-20 < 25 tons	30	DAYS
03-168-001	Heavy Equipment-Excavator-Wheeled-<30K	50	DAYS
03-160-01	Heavy Equipment-Excavator-10<15K	50	DAYS
03-160-020	Field Equipment-Boat/Motor/Trailer 12-16 ft	20	DAYS
03-160-026	Heavy Equipment-Excavator-26K <30K	100	DAYS
03-160-035	Heavy Equipment- 35K <38K	70	DAYS
03-165-055	Heavy Equip-Excavator-Long Reach-55K<60K	50	DAYS
03-160-051	Heavy Equipment-Excavator-51K <53K	50	DAYS
03-160-016	Heavy Equipment-Excavator 16K <18K	350	DAYS
03-255-080	Heavy Equipment-Skid Steer-Loaders-8K<10K	875	DAYS
03-250-001	Heavy Equipment-Skid Steer-Loaders <6K	70	DAYS
03-260-025	Heavy Equipment-Tractor-25 < 40 HP	30	DAYS
03-260-Z65	Heavy Equipment-Tractor-Attach-Straw Blower	20	DAYS
03-170-001	Heavy Equipment-Fork Lift-Motorized-<5K lbs	25	DAYS
03-250-Z25	Heavy Equipment-Skid Steer-Attach-Grappler	25	DAYS
03-255-080	Heavy Equipment-Skid Steer-Ldr Multi-8K <10K	25	DAYS
05-015-010	Safety-Radio-Handheld	50	DAYS
05-001-020	Safety-Meter/Motor-Hnu (PID)	20	DAYS
07-160-005	Field Equipment-Boat/Motor/Trailer 12-16 ft	15	DAYS
07-215-100	Field Equipment-Compressor/Air-100 <200	175	DAYS
07-430-025	Field Equipment-Office Equipment-	100	DAYS
07-300-005	Field Equipment-Generator-5 < 10 KW	25	DAYS
07-620-020	Field Equipment-Vacuum-Mercury	50	DAYS
07-630-025	Field Equipment-Washer Pressure-2500<3000 PSI	50	DAYS
07-390-001	Field Equipment-Light Plant-<4K Watts	50	DAYS
07-320-010	Field Equipment-Heating Unit	50	DAYS
08-120-010	Pump-Barrel-Explosion Proof	15	DAYS
08-130-002	Pump-Centrifugal-Gasoline-2 inch	25	DAYS
08-160-003	Pump-Diaphram-Neoprene-3 inch	25	DAYS
08-125-002	Pump-Centrifugal-Diesel-2 inch	25	DAYS
09-005-025	Oil-Boom-Harbor 6-12"/50ft	30	DAYS
09-15-005	Oil-Skimmer-Drum 10-20 bbl/hr	30	DAYS
04-006-030	Laboratory-Analytical-Flash Point	25	DAYS

	Total Equipment	7875		
CLIN 4003	Data in accordance with contract clause F.2 NOTE: NSP = Not Separately Priced, to be included in line items above	1	LOT	
CLIN 4004	Transportation & Disposal + 9.50% G&A in support of CLIN 001			
CLIN 4005	Travel, inclusive of per diem + 9.50% G&A in support of CLIN 0001			
CLIN 4006	ODCs (Subcontract & materials) + 9.50% G&A in support of Item 0001			
CLIN 4007	OPTION FOR INCREASED QUANTITY - EQUAL TO 10% OF PRICE/COST OF BASE PERIOD*			
TOTAL PRICE OPTION PERIOD IV				\$ 17,297,254.68
<p>* The Government may require delivery of additional quantities of any or all of the numbered line items identified in this Price Schedule, at the price stated in this Schedule for that specific line item. These additional or "optional" quantities may be exercised at one time or incrementally up to a maximum of 10% of the quantity specified in the Base Period for that line item is reached. The Contracting Officer may exercise such optional quantities by issuing a unilateral contract modification to the contractor at any time prior to the expiration of the Base Period. Delivery of these optional quantities shall be subject to all the same terms and conditions as the estimated quantities specified in the Base Period of this Schedule.</p> <p>NOTES:</p> <p>1. The contractor's primary mobilization point for labor is St. Louis, MO. The contractor agrees to make every effort to mobilize labor from the nearest available office to the cleanup site. However, in no event shall the charge for mobilization exceed what the charge for mobilization would be if the individual(s) were mobilized from the contractor's primary mobilization point within Region 7. During contractor's primary mobilization to the site and demobilization from the site, the contractor will be reimbursed at the applicable burdened hourly labor rate for personnel.</p> <p>2. The straight time rates shall be charged in accordance with the contractor's employees normal workweek. (A workweek, at a minimum, shall be 40 hours). The contractor will only be reimbursed for actual hours worked. Overtime shall be charged when time worked by a contractor's employee is in excess of the employee's normal workweek and the contractor's established payment practices except for exempt (salaried) employees. Reimbursement of allowable overtime is contingent upon the contractor having actually paid such overtime to employees. Overtime shall be charged only when it has been approved in advance by the contracting officer or on-scene coordinator. In the event one individual performs multiple positions/roles during a day, the individual's labor shall be charged under the Item for which that individual incurred the majority of their labor hours that day.</p> <p>3. Prior to task order award, when requested by the Contracting Officer, the Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 20 percent of the original task order price and a payment bond (Standard Form 1416) in an amount equal to 20 percent of the original task order price.</p> <p>4. Equipment prices are inclusive of maintenance and fuel costs. In the event equipment is needed but, is not identified in the Price Schedule, the contractor will submit a written request for approval to use of such equipment on a per task order basis to the Contracting Officer (copy to the On Scene Coordinator) with a description of the equipment including its designated RCMS number, quantity, whether or not the equipment is contractor owned or rented, an estimated period of usage and cost per hour/total estimated cost. If the Contractor chooses to use rental equipment in lieu of equipment listed in this Price Schedule, and the cost for such rental equipment exceeds the cost for equivalent equipment in the Price Schedule, the contractor shall send a written request for use of such rental equipment on a per task order basis to the Contracting Officer with a description of the equipment, reason for renting the equipment, an estimated period of usage and cost per hour/total estimated cost. Charges for such equipment shall be submitted under Other Direct Costs (ODCs) for the associated task order.</p> <p>5. Information concerning RCMS Personnel and Equipment codes can be found at the EPA's On-Scene Coordinator site: https://response.epa.gov/site/site_profile.aspx?site_id=5404</p>				
TOTAL PRICE BASE PERIOD				\$ 83,850,384.41

ATTACHMENT 2

U.S. ENVIRONMENTAL PROTECTION AGENCY REGION 7

STATEMENT OF WORK - REVISED EMERGENCY AND RAPID RESPONSE SERVICES (ERRS)

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I. INTRODUCTION

A. Acronyms

ACP	Area Contingency Plans
ARARs	Applicable or Relevant and Appropriate Requirements
CAA	Clean Air Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer Representative
CWA	Clean Water Act
DWO	Daily Work Order
EPA	Environmental Protection Agency
ERNS	Emergency Response Notification System
ERRS	Emergency and Rapid Response Services
ESF	Emergency Support Function
FRP	Federal Response Plan
HASP	Health and Safety Plan
HSPD	Homeland Security Presidential Directive
ICS	Incident Command System
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NPL	National Priorities List
OPA	Oil Pollution Act
OSC	On-Scene-Coordinator
OSHA	Office of Safety and Health Administration
OEM	(US EPA) Office of Emergency Management
PO	Project Officer
POLREP	Pollution Report
PDD	Presidential Decision Document
PRP	Potentially Responsible Party
QA	Quality Assurance
QC	Quality Control
RCMS	Removal Cost Management System
RCP	Regional Contingency Plan
RCRA	Resource Conservation and Recovery Act
RM	Response Manager
SA	Site Assessment
SARA	Superfund Amendments and Recovery Act
TO	Task Order
TSDF	Treatment, Storage and Disposal Facility
UC	Unified Command

B. Definitions

1. Disaster Response:

- a) Disaster response to natural and manmade disasters pursuant to the Stafford Act. The specific type of removal action and the required response time shall be determined by the OSC with consideration given to the nature of the release, the contaminants of record, and the threat or potential threat to human health and/or the environment.
- b) FEMA mission assignment, normally under Emergency Support Function #10 (ESF #10).

2. Oil Response: Oil Response and removals are conducted under the Oil Pollution Act (OPA) of 1990, with funding through the oil spill liability trust fund.

3. On-Scene Coordinator: The EPA official designated to coordinate and direct response activities under Subpart D of the NCP and/or any direct removal under Subpart E of the NCP.

4. Remedial Project Manager: The EPA official designated to coordinate, monitor, or direct remedial or other response actions under Subpart E of the NCP.

5. Removal Action: A removal action may fall into one of three categories:

- a) Emergency removal actions require an immediate response to releases.
- b) Time-critical removal actions require a response action within six (6) months.
- c) Non-Time critical removal actions require a response action that starts six (6) months after a determination that a response is required.

6. Response Manager: An employee of the contractor or designated team subcontractor to be the point of contact for the EPA COR, OSC and/or Ordering Officer who is responsible, technically and administratively, for the initiation daily operation and completion of the tasked work.

7. Regional Cross-over: Response under this contract to another EPA region. Response times would be negotiated with the contractor prior to issuance of the Task Order.

8. Region 7: The State of Iowa; the State of Kansas, the State of Missouri; the State of Nebraska.

9. Rapid Remedial Response: Response to an NPL site to implement cleanup strategies.

C. Purpose

The purpose of the ERRS contract is to provide fast, responsive environmental cleanup services for release of hazardous substances/wastes/pollutants and contaminant/materials and petroleum products/oil for EPA Region 7. Environmental cleanup in response to natural and manmade disasters, terrorist activities, weapons of mass destruction, and nuclear, biological or chemical incidents may also be required under this contract. A regional “cross-over”, a response in another EPA region, may be requested under this contract. It is also anticipated that under rare circumstances international responses may be required.

D. Authority

Under the authority of the actions listed below, the Environmental Protection Agency (EPA) has been delegated the responsibility to undertake response actions with respect to the release or threat of release of oil, petroleum products, hazardous substances, or pollutants and contaminants, that pose an actual or potential threat to human health or welfare, or to the environment. EPA is responsible for conducting evaluations and cleanups of uncontrolled hazardous substance disposal sites.

- Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or Superfund of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA);
- Section 311 of the Clean Water Act (CWA), as amended by the Oil Pollution Act (OPA) of 1990;
- Subtitle I of the Resource Conservation and Recovery Act (RCRA) and pursuant to the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40 CFR Part 300);
- Presidential Decision Document (PDD) # 39;
- Robert T. Stafford Natural Disaster Act; the Homeland Security Act of 2002;
- Homeland Security Presidential Directive 5 (AHSPD-5@) and pursuant to the National Response Framework (NRF);
- Any reauthorizations or amendments to any of the above named statutes and new response legislation.

In addition, the EPA has the authority pursuant to Emergency Support Function (ESF) #10 and other laws to help and/or mitigate endangerment of the public health, welfare or environment during emergencies or natural disasters; to support states and communities in preparing for responses to releases of oil, petroleum products and hazardous substances; and to provide response and removal services in response to incidents resulting from natural and manmade disasters, weapons of mass destruction, acts of terrorism, and nuclear, biological or chemical incidents and to Federally Declared Disaster incidents.

E. Scope

The Contracting Officer (CO) will issue Task Orders for all work required under this contract in accordance with the terms and conditions of the contract. General technical guidance by the OSC does not relieve the contractor of the responsibility for performance under the contract by the contractor or its subcontractors. Specific minimally acceptable standards will be identified in individual task orders.

The contractor shall execute response actions, consistent with the terms and conditions of the contract, and in accordance with the directions of the Task Orders. Work shall not commence until a written, signed Task Order is provided to the contractor. In the event of an emergency, direction to proceed with the work may be issued verbally by the CO or by an OSC with warranty authority but, will be formalized in writing within five (5) business days or as soon as practical. The contractor shall provide appropriate personnel, materials, and equipment required to perform response activities. The contractor shall take any actions required to mitigate or eliminate any hazard or damage to the environment resulting from:

- a release or threat of a release of oil, petroleum products, and discharge or threat of discharge of hazardous substances, pollutants or contaminants into the environment;
- the threat of fire and explosion and incidents involving terrorist acts, weapons of mass destruction, and nuclear, biological, or chemical incidents; or
- Natural or man-made disasters.

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including contaminated media, in accordance with and meeting all applicable and relevant safety and environmental laws and regulations at the Federal, state and local level. The contractor shall obtain all necessary on- site permits and comply with applicable and relevant regulations unless otherwise directed in a Task Order issued by the Contracting Officer pursuant to CERCLA. The contractor shall be responsible for obtaining all necessary transportation, off-site treatment, and disposal permits.

The contractor shall obtain special services needed to complete response actions required by task order, such as specialized removal equipment or personnel with specialized qualifications, in a timely and cost efficient manner (through leases, subcontract agreements, or rental agreements, etc.).

II. TECHNICAL REQUIREMENTS

Technical requirements under this contract include emergency response, sampling, monitoring, site stabilization, controlling spilled material, waste treatment, restoration, removal actions, transportation, treatment and disposal. This list does not encompass all possible response activities, but is an extensive sample of types of activities that may be required under this contract. More specific requirements follow this generic list:

- Project planning;
- Containment and countermeasures during emergency and removal response;
- Decontamination, response mitigation;
- Treatment, transportation and disposal;

- Site restoration and soil stabilization;
- Analytical support
- Demolition;
- Construction and support facilities;
- Marine (water) operations;
- Response times;
- Other response requirements.

A. Response Operations

The contractor shall provide environmental response cleanup services for removal/treatment of oil, petroleum products, hazardous substances, pollutants or contaminants as specified in task orders issued to the contractor. In addition, the contractor shall provide environmental response cleanup services removal services in response to natural and manmade disasters, terrorist, weapons of mass destruction, and nuclear, biological, or chemical incidents as specified in task orders.

1. Project Planning

At a minimum, the contractor shall accomplish the following tasks when required by a task order:

- a) Conduct an initial on-scene survey to gain sufficient familiarity with the site conditions.
- b) Prepare a detailed work plan to accomplish the project in the most effective, efficient and safe manner. This work plan shall, at a minimum, define the types and quantities of cleanup personnel, equipment and materials that will be needed, propose a project schedule by sub-task, and include an estimate of the cost. At the OSC's request, prepare work plan alternatives and proposed completion date.
- c) Prepare a detailed Health and Safety Plan (HASP) pursuant to 29 CFR 1910.120(b)(4) to protect the workers from the on-site hazards posed by the contaminants and physical threats associated with the anticipated emergency and/or removal actions.
- d) When required, on a task order by task order basis, work with EPA and START contractor to prepare a joint HASP.

2. Containment, Countermeasures, during Emergency and Removal Response

The contractor shall perform containment and countermeasures to protect health, welfare and the environment. More specifically, the contractor shall:

- a) When requested via task order SOW, prepare and submit a sampling plan.

- b) Perform multi-media sampling and analysis, and determine the source, discharges and treatment and disposal options for a release.
- c) Provide hazardous categorization (hazcat) analysis of wastes.
- d) Contain releases at the source and prevent further migration of the hazardous substances, oil or other petroleum substances, pollutants and contaminants.
- e) Control soil erosion, sedimentation and storm water run-on and run-off in order to control the movement of sediment and prevent migration of hazardous substances/oil.
- f) Control dust emissions in order to prevent migration of hazardous substance/oil from the Site via engineering controls, including wetting, covers and tacking agents, operational controls and monitoring of dust levels.
- g) Construct slurry or other types of trenches, dikes, underflow dams, or grout curtains.
- h) Deploy diversionary barriers such as booms, dams, sorbent pads/materials.
- i) Excavate; stage and cover excavated material.
- j) Capping and/or encapsulation.
- k) Handle and stage drums and other containers including compressed gas cylinders. This may include stabilizing, over packing, lab-packing, and remote opening and sampling of various containers.
- l) Place waste and contaminated material in hazardous materials rule compliant containers.
- m) Divert streams or waterways.
- n) Conduct wildlife hazing operations to prevent contamination of wildlife with hazardous substances, oil, pollutants or contaminants. Work with trustee agencies (state or federal) to manage wildlife issues as directed by the OSC.
- o) Control the discharge of contaminated storm water, of firefighting efforts, of containment ponds or other impoundments.
- p) Provide alternative drinking water; i.e., provide bottled water; design/install/service/maintain treatment unit(s); design/install/service/maintain well(s). design/install temporary and/or permanent water distribution lines.

- q) Provide temporary relocation of threatened individuals, and their pets and/or livestock: temporary relocation of individuals shall follow Federal Travel Regulations requirements until more definitive guidance is provided to the contractor.
- r) Provide traffic, crowd and navigation control.
- s) Provide security (armed or unarmed guards, fencing, electronic surveillance, etc).
- t) Execute damage controls or salvage operations.
- u) Provide firefighting expertise; (e.g., landfills, tire fires, gas wells, chemical manufacturing facilities).
- v) Plug and abandon oil and gas wells.
- w) Pump out/clean out tanks, barges, pipelines and containers.
- x) Repair leaks.
- y) Monitor for airborne and waterborne (surface and ground water) chemical, biological, physical (e.g., asbestos), and radiological contaminants.
- z) Provide waste collection, drop-off and disposal services in accordance with the Stafford Act. Examples include: household hazardous waste, white goods, electronic goods, vehicles, abandoned vessels, orphan containers and small engine equipment (i.e., weed eaters, snow blowers, etc.), etc.
- aa) Provide mass decontamination of large numbers of people.
- bb) Provide building, vehicle and equipment decontamination, including chemical, biological and radiation.
- cc) Provide, when requested via task order SOW, expertise or contract services for the handling of unstable chemicals including assessment, render safe; neutralization and destruction of unstable chemicals, explosives, fireworks and ordinance.
- dd) Provide containment, depopulation and disposal of contaminated agriculture and livestock.

3. Decontamination, Response and Mitigation

The contractor shall perform decontamination, and response mitigation, to recover the pollutant from the affected media and/or to dispose of contaminated media. More specifically, the contractor shall:

- a) Physically or chemically decontaminate drums, pipelines, tanks, containers, barges, buildings, equipment, materials, debris, or other objects, personnel, and wildlife,
- b) Use chemicals or biological agents for flocculation, coagulation, neutralization, treatment reaction and separation.
- c) Physically and/or chemically treat affected water and soil.
- d) Use specialized equipment such as mobile treatment systems.
- e) Aerate effected media to selectively treat volatile components.
- f) Fixate, solidify or otherwise treat the polluted media in place.
- g) Salvage or destroy and dispose of vessels.

The contractor shall accomplish physical collection of pollutants in lieu of, or following any treatment action. More specifically, the contractor shall:

1. Flush contaminants from waterways and marsh areas followed by collection and storage for treatment/disposal.
2. Skim materials from the water surface.
3. Wash soils and collect and store recovered materials.
4. Pump contaminated groundwater and store for treatment/disposal.
5. Segregate waste chemicals at hazardous waste sites.
6. Install vapor mitigation systems.

4. Treatment, Transportation and Disposal

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including media contaminated with such, in accordance with and meeting all

applicable and relevant safety and environmental laws and regulations at the Federal, state and local level, as per OSC technical direction and Task Order requirements. Treatment and Disposal may be on-site or offsite. Disposal may include temporary storage and ultimate disposal at an approved Treatment, Storage and Disposal Facility (TSDF).

More specifically, the contractor shall:

- a) Prepare a written treatment/disposal plan listing the site waste streams by type and quantity and provide a cost analysis of disposal and/or treatment options including a plan for an on-site consolidation of similar types of waste in order to reduce costs (commonly referred to as “bulking”).
- b) Obtain all necessary on-site permits and comply with applicable and relevant regulations.
- c) Obtain all necessary transportation and off-site treatment and/or disposal permits in accordance with applicable rules and regulations, including 40 CFR 300.400(e).
- d) Contractor shall provide OSC with a Quotation Summary detailing and analyzing the bids submitted for each transportation and disposal activity. This summary shall be provided prior to the award of the transportation and disposal subcontract.
- e) Oversee subcontractor(s) transportation and disposal of wastes.
- f) Verify and document that the selected disposal facility meets the requirements of EPA's policy for off-site response actions (40 CFR 300.440). This verification may be obtained from the EPA regional RCRA Off-Site Rule Coordinator where the intended TSDF resides. Comply with all relevant U.S. DOT Hazardous Materials Regulations (49 CFR, Parts 171-185) regarding hazardous materials classification, hazard communication, transportation security requirements, packaging and modal specific hazardous material transportation standards including verification of appropriate and required DOT placarding.
- g) Provide certified truck scales.
- h) Placard Waste Transporters.
- i) Develop and rank alternative treatment and disposal options consistent with Agency; regulations and policies.
- j) Conduct pilot and full scale treatment operations.

- k) Prepare draft waste profiles and manifests.
- l) Maintain manifest documentation.
- m) Maintain computer-based reports of on-site wastes, and of off-site disposal.
- n) Provide and maintain copies of final disposition of waste and or letters of destruction.
- o) Utilize volume reduction techniques including bulk compatible wastes.
- p) Show initial location(s) and ultimate disposal location(s).

Treatment techniques may include:

- 1. Controlled or uncontrolled combustion; on-site or off-site incineration.
- 2. Waste stabilization.
- 3. Fixation/encapsulation.
- 4. Degradation.
- 5. Detonation of unstable, reactive chemicals or explosives. Retain private contractors or contract with government explosive ordinance disposal (i.e.: bomb squads) to conduct detonations as needed.
- 6. Land disposal.
- 7. Demolition.
- 8. Injection.
- 9. Burial/capping on site.
- 10. Recycling, reclamation and re-utilization.
- 11. Other existing or innovative treatment and disposal technologies may also be required by Task Orders issued under this contract.

5. Restoration and Soil Stabilization

The contractor shall use due care to prevent damage to property or materials of

third parties. The contractor shall restore, replace and stabilize buildings, structures, personal or real property or material damaged by contamination or response operations as directed by the OSC. The contractor shall take actions when required by the Task Order to stabilize and restore soils and the damaged environment to an as near pre-response condition as possible. Specifically, the contractor shall:

- a) Repair buildings,
- b) Landscape: reseed, replant, replace soil, regrade, or restock to restore to original condition and/or in compliance with local building standards,
- c) Remove any structure or equipment that was installed as part of a response action,
- d) Repair or restore roadways/driveways/sidewalks,
- e) Backfill and grade,
- f) Restore, replace or reimburse property that required disposal if deemed appropriate by the OSC and directed in the Task Order.

6. Analytical Services

The contractor shall provide on-site and off-site chemical, physical, biological and radiological analytical services necessary to characterize the site and contaminants present. Task Orders may require contractor to conduct large sample quantity analyses to include, but not be limited to, pH, flash point, oxidation reduction, inorganic and organic or organic vapor analysis, compatibility testing, priority pollutant scans, and other specific analysis required for development of waste profiles. Analytical support including, but not limited to, sample collection, storage, transportation and disposal may also be required. The analytical activities will be ordered by the OSC on an "as specified" turn around basis to provide chemical and physical analyses and/or high sample quantity analyses. The contractor shall perform on-site and off-site analytical activities necessary to provide accurate waste profile information to treatment, storage and disposal facilities and allow for waste bulking.

7. Demolition Services

The contractor shall demolish and/or remove contaminated buildings, structures, tanks, barges, facilities and excavate or remove contamination or contaminated soils or materials around or below the structure as necessary to safely and effectively implement required response activities.

8. Support Facilities

The contractor shall provide facilities in support of removal actions. Examples include:

- a) A temporary office, response support building or structures
- b) Temporary roadways
- c) Staging areas for waste consolidation and treatment
- d) Utilities
- e) Sanitary and decontamination facilities
- f) Furnishings and equipment for field offices/command posts
- g) Observation and monitoring structures

9. Response Times

The contractor shall provide a management and personnel structure that will ensure that personnel are available on a 24-hours-a-day, seven days per week basis and that responses are conducted in accordance with the statement of work in the individual task orders. For emergency response actions requiring immediate mobilization to the site, the contractor shall be on site within six hours or within the time limits specified by the OSC. Typically, for other than emergency removal responses (time critical and non-time critical removals), the contractor shall deliver all required personnel, equipment, materials, and other necessary items within 72 hours or as specified in individual task orders.

Each task order will be issued to the program manager (PM), designated by the contractor as the representative for the overall administration of task orders. The program manager shall be the contractor's representative to initiate work, assign response personnel and commit equipment, materials, and other resources specified with this contract. The program manager will ensure that all such items are available within the required response time limits.

EPA will issue a task order to a central single point of contact, designated by the contractor as the representative for the overall administration of task orders. The point of contact shall be the contractor's representative to initiate work, assign response personnel and commit equipment, materials, and other resources specified with this contract. The point of contact will ensure that all such items are available within the required response time limits.

The point of contact for the contractor will also be the primary contact for coordination of contractual activities and programmatic requirements with the PO and the CO. Coordination responsibilities include reporting on work progress,

providing cumulative financial data, discussing contract status and resolving programmatic issues.

10. Other Response

Requirements Level A

Response Capabilities:

The contractor shall maintain Level A emergency response capabilities that meet the requirements of this section. EPA intends to utilize these capabilities to respond to incidents that require Level A personnel protective equipment (PPE). Level A emergency responses may involve industrial chemicals and/or incidents involving materials associated with terrorist activities, including the following:

- Biological warfare agents;
- Corrosive, reactive or extremely hazardous substances
- Chemical warfare agents (i.e. nerve agents, blister agents, blood agents, choking agents, etc.); and\
- Other industrial chemicals and biological agents that might be used as weapons.

The contractor shall provide at a minimum a Level A team with trained, experienced labor and appropriate equipment necessary to perform Level A response operations safely and in a timely manner. At a minimum, a team shall consist of (1) Response Manager and (6) Entry Team members. Level A teams shall respond, fully equipped, to an incident within 12 hours anywhere within the Region with sufficient PPE and supplies to support Level A operations during the initial 24 hours of a response. A Team shall be able to support a minimum of six Level A entries consisting of three persons per entry over a 24-hour period without interruption.

The contractor shall have a Health and Safety Program sufficient to support Level A operations and written standard operating procedures (SOPs) necessary to ensure that worker safety is not jeopardized. The contractor shall include the ability to conduct medical monitoring by a licensed emergency medical technician, paramedic, registered nurse, physician assistant or physician. Level A operations, medical monitoring, SOPs and training of personnel must be conducted in accordance with OSHA 1910.120 and National Fire Protection Association (NFPA) standards.

The contractor shall have the ability to perform the following tasks in Level A PPE:

- Assess site conditions and provide recommendations for mitigation of site hazards and cleanup operations;
- Air monitoring for health and safety;

- Sampling operations
- Physical operations to stabilize site conditions such as close valves (including cylinders), plug or over-pack leaking/damaged containers, transfer liquid hazardous materials into secure containers or provide other containment as necessary to stop or prevent the release of hazardous materials.

The contractor shall be able to conduct Level A entries independently and jointly with qualified EPA personnel, other EPA contractors, other federal state and local agencies and any agents of EPA.

The contractor may be tasked to participate in tactical exercises with the EPA in order to develop a working team relationship. Exercises may include the use of contractor and government provided equipment.

11. Logistical Services

As essential personnel are deployed throughout the region to devastated areas without electricity, running water, sanitation, shelter and other facilities for indefinite periods of time, sufficient logistical support services must be made available to ensure the safety and security of response personnel.

The contractor should be able to supply logistical services including immediate housing/lodging accommodations, food services, communication capabilities, medical, security and other support services for personnel responding to emergency and time-critical situations. Services shall be for a minimum of 10 personnel with the ability to accommodate incremental increase or decreases in said personnel of as few as 10 up to a maximum of 50 personnel in a twenty-four (24) hour period and up to 200 personnel within seventy-two (72) hours of notification by the Government. personnel in any one twenty-four (24) hour period, as specified in the task order. The contractor shall be capable of locating and establishing the following within 24 hours of notification:

- Emergency Lodging
- Janitorial services
- Hygiene facilities
- HVA
- Emergency Assembly/meeting space/administrative support space
- Food services
- Advance first aid kit
- Fuel
- Utilities
- Security services
- Hydrating liquids
- Ice

The Contractor shall not enter into a lease agreement on behalf of the

government. Any agreement with third party interests for applicable emergency facilities (for example: conference, meeting, planning, lodging space) shall be between the contractor and the provider. Any such space or facility will be the contractor's responsibility, billable as an ODC, if allowable and allocable.

12. Materials

Items not included in the Equipment List that the Government expects the contractor to have on hand for an immediate response situation include but are not limited to:

- Overpack drums
- Sorbent pads
- Sorbent boom PPE
- Visqueen Drum liners Hazard tape
- Temporary plastic fencing

13. Other Requirements

Technical Support of Government Enforcement Proceedings These technical services may consist of the following:

- 1) Provide testimony during enforcement proceedings for a given site for which the contractor provided response services. This will normally be to testify on what actions the contractor took at the site for cost-recovery purposes.
- 2) Prepare affidavits, depositions and other documents.
- 3) Implement contract document control and chain-of-custody procedures.

Retain and store all contract site records, including employee related records such as time sheets, baseline data regarding work related physical examinations and other work related data, for a period of ten years from date of final payment. (Refer to "Retention and Availability of Contractor Files" clause.) The contractor shall provide the Contracting Officer or any representative of the Contracting Officer with full access to these records during the ten-year period.

- 4) Other related activities to support court proceedings.
- 5) Provide all documents and reports gathered and produced pursuant to response actions to the EPA Records Coordinator.

These government enforcement proceedings may be used to obtain an injunction against parties from the continued use of a site, or under an Administrative Order of Consent (AOC) to conduct removal or remedial actions, or a Unilateral Administrative Order (UAO) to conduct removal or remedial actions, or for the recovery of costs incurred by the Government in undertaking removal and early/interim remedial actions.

NOTE: No legal services shall be performed for the government under this contract without the prior written approval from the EPA Office of General Counsel (OGC).

14. Site-related Documentation

The Contractor shall furnish copies of site-related documents developed pursuant to activities conducted under a Task Order. The contractor shall not release any site information, written or verbal, without the express written consent of the OSC. The contractor shall assist the OSC in public meetings, or dealings with impacted citizens and State or local officials as part of normal site operations. The contractor shall, at all times, clearly be identified as a contractor to the US EPA.

The contractor shall utilize the EPA's Removal Cost Management System (RCMS) to track costs on a daily and cumulative basis and use the system to generate a daily cost/receiving report. RCMS shall be kept updated to reflect current site activity.

Comments in RCMS shall on the day of occurrence:

- a) Document OSC approval of overtime hours before **any** overtime hours are worked.
- b) Certify that subcontracts awarded conform to required competitive bid requirements.
- c) Document any agreements between OSC and RM regarding site operations, generally done on a daily work order.
- d) Provide a brief synopsis of work accomplished on the date(s) covered by the 1900-55.

B. Reports

The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency (EPA) as the sponsoring agency:

a) **CONTRACTOR DAILY COST REPORT (EPA 1900-55)**

Due: At the end of each on-site workday, or no later than noon the following day. This information shall be updated in weekly summaries to reflect actual or corrected cost information using EPA Form 1900-55. When there is no on-site activity, 1900-55's shall be submitted on a monthly basis. During emergency and short term responses, the task order may specify a different time frame for delivery of this report.

Content Requirement: Estimated or actual daily cost information on personnel, equipment, material, sample analysis, transportation, disposal, subcontract charges, travel and subsistence, and other direct costs using the EPA developed Removal Cost Management System (RCMS) to generate the EPA form 1900-55 (See Attachment B-4 for a description of the RCMS system) and the data set forth in this paragraph. The EPA Form 1900-55 serves as a record of services/supplies received. The contractor shall provide this report to the OSC on a daily basis.

After completion of the draft EPA Form 1900-55 it shall be reviewed by the contractor and the OSC, then finalized and signed by the contractor and the OSC. All estimated costs sometimes referred to as "await bills" shall be finalized by the contractor within thirty (30) calendar days after payment of the costs by the contractor.

Distribution: OSC and PO

The OSC will review and sign the 1900-55 within 24 hours after receipt. When there is no on-site activity, the OSC will review and sign the 1900-55 within three (3) working days after receipt.

b) **CERCLA OFF-SITE DISPOSAL REPORT**

Due: Report to be received by the OSC within ten (10) calendar days after disposal has been completed.

Content Requirement: Complete the CERCLA Off-site Disposal Report Form. Include copies of manifests verifying acceptance of receiving facility, certificates of destruction, treatment, or disposal.

Distribution: OSC

c) **QUALITY MANAGEMENT PLAN**

Due: Two (2) copies due within fifteen (15) calendar days after contract award.

Content Requirement: Conformance with "EPA Requirements for Quality Management Plans (EPA QA/R2).

Distribution: PO

d) SITE SAFETY PLAN

Due: One (1) copy prior to commencement of clean-up action for a particular site or as specified in the TO. The Government shall review and comment within three (3) working days or as otherwise specified in the individual TO.

Content Requirement: Covers three major areas: (the site itself, including any geographic hazards which may exist; the materials/chemicals involved including nature of each (i.e. explosive), exposure, recommendation for level of safety equipment to be used at site as well as personal protection; and, all emergency services available locally, such as fire department, ambulance and hospitals, with telephone numbers for each.

Distribution: OSC

e) RESPONSE WORK PLAN

Due: Prior to commencement of the work under each TO.

Content Requirement: Written work report jointly prepared by the RM and OSC in advance of each day's activities or other interval, as appropriate, specifying work to be performed and the number and types of personnel, equipment, and materials to be used and any other activities to be performed. This report also documents work accomplished.

Distribution: OSC

f) SITE PROGRESS REPORTS

Due: Daily, weekly, bi-weekly or monthly as specified in the individual TO or directed by the OSC.

Content Requirement: Summary, indicating amount of material treated or removed from a site, transportation and disposal methods used, analytical data, amount of material/equipment delivered to the site and estimated or actual costs to date.

Distribution: OSC unless otherwise specified in the individual TO.

g) DAILY ORAL REPORTS – Provided to the OSC unless otherwise specified in the individual TO.

h) SPECIAL REPORTS – As specified in the individual TO.

i) HEALTH AND SAFETY PLAN – To be submitted for each TO in accordance with Clause H-20 Local Clause EPA-H-11-101 HEALTH AND SAFETY.

III. TASK ORDER MANAGEMENT

The contractor shall provide and maintain a 24 hour, seven-day a week response capability/call center to accept and respond to issued Task Orders (TO). Required response times will be included in each TO. The call center shall be capable of obligating contractor resources.

The contractor shall maintain a network of trained, qualified emergency response and cleanup personnel, equipment, and materials. The contractor shall ensure that trained and qualified Response Managers are provided for response activities and that the RMs are provided adequate resources/authority to draw necessary resources from that network to perform the response action. Where it is not necessary for an RM to be onsite at all times, an onsite contractor employee shall be designated to act as the OSC contact person, capable of responding to site requirements and technical direction. The contractor shall mobilize and manage all contractor (including subcontractor) site personnel, equipment and materials necessary for implementing site-specific response actions in accordance with the TO and technical direction provided under such TOs as specified in the Daily Work Order (DWO) or daily taskings.

The contractor shall maintain communication and coordination with EPA personnel including reporting problems encountered in performing TO and implementing any special controls specified by EPA. The contractor shall be available for meetings with EPA personnel, as requested. The location of these meetings will be within the region. The Contractor may be required to attend periodic, program management status meetings with the EPA CO and PO.

The contractor shall coordinate with the EPA to arrange planning activities upon issuance of Task Orders. Planning activities may include attending on site or office scoping meetings, preparing project work plans and/or preparing schedules. The OSC will determine the appropriate planning activities for each TO.

The contractor shall manage the documentation of expenditures for each TO by accounting for all costs incurred in accordance with generally accepted accounting practices and standards and contract-specific documentation/reporting requirements. This shall include cost tracking and cost minimization efforts. These accounting procedures will be used during all response actions and during the daily preparation of EPA Standard Form 1900-55, Contractor Cost Reports, using the EPA Removal Cost Management System (RCMS).

The contractor shall provide personnel fully trained in the use of the Removal Cost Management System (RCMS) and capable of producing an accurate daily EPA

Standard Form 1900-55 from RCMS, which will report daily expenditures on-site. The contractor shall also track costs by task codes. The specific task will be identified by the OSC. In addition to the daily cost reports, the contractor shall provide cost summaries and cost projections to the OSC upon request. These summaries and projections may be produced through the RCMS system.

The contractor shall accomplish specific project management tasks as specified in each TO Statement of Work. Examples of those task include but, are not limited to, site preparation (e.g., clear and grub vegetation, establish temporary access roads, locate buried piping or utilities in or near the excavation area), establishing a staging and operations area, response plan preparations, attend daily/weekly/monthly progress meetings as required by the EPA, maintain field logs/daily diaries, and task order closeout.

Pursuant to the Occupational Safety and Health Act and OSHA standards and the NCP §300.150, each government agency and private employer is responsible for the health and safety of its own employees and for ensuring compliance with OSHA requirements, applicable State laws, and with EPA health and safety programs. EPA will not and cannot assume responsibility for other government or contractor personnel nor can any contractor be responsible (from a legal standpoint) for the health and safety of another employer group.

OSHA requires that every “employer group” have in place numerous plans to be in the HazMat business including overall Corporate Health and Safety Program Plans, PPE Plans, Respiratory Protection Program Plans, Medical Surveillance Plans, site specific HASPs, etc. One contractor cannot dictate exact safety protocols for another employer group on site.

The contractor may prepare the HASP in a format appropriate to site specific conditions, meeting minimum OSHA requirements, and reviewed and commented on by the OSC. The HASP may not be more than 30 pages including all attachments and appendices without the expressed permission of the OSC. The HASP must be printed in the primary language of all employees.

The contractor shall ensure that OSHA hazardous substance response regulations (29 CFR Part 1910 including OSHA 29 CFR 1910.120, "Hazardous Waste Operations and Emergency Response") for site safety training and health monitoring are met by all prime and subcontractors who work in contaminated areas. The contractor shall ensure that all other applicable OSHA regulations and EPA policies, for worker protection are met by all personnel, including both prime and subcontractors, in contaminated and uncontaminated areas.

The OSC shall establish, with full input from all impacted contractors, a minimally acceptable safety standard for the site. The contractor may choose to adapt a more stringent standard, at their own expense; however, at no time shall the contractor adapt, or use, a less stringent standard.

The contractor shall provide to the OSC a copy of the 40-hour safety certification and/or

their current 8 hour refresher certification pursuant to 29 CFR 1910.120(e) for each person who will work on the site - prior to any work being conducted. All employees working on radiation sites must have an additional 24 hours of training to include but not inclusive of: types of radiation; contamination prevention, radiation personal protective clothing; decontamination, monitoring and contamination minimization techniques.

The contractor shall report significant safety incidents and injuries to the OSC and Project Officer by phone as soon as possible but, not to exceed 2 hours of occurrence. Significant shall refer to lost time injuries; incidents likely to be made public or reported in the media; fires or explosions, and other incidents beyond "normal" site operations.

When required on a TO, the contractor shall provide response personnel, equipment, and appropriate materials to participate in emergency response exercises. The exercises may be designed to incorporate multiple agencies using an ICS Unified Command. The contractor may be tasked to participate in exercises that test functional areas, such as, organizational design (e.g., notification, staff mobilization, and response management system) or operational capability (e.g., Level A entry, discharge control, assessment, containment, recovery, decontamination, and disposal).

IV. PERSONNEL

a) Key Personnel

The follow responsibilities are applicable to the key personnel identified under clause H-10 EPAAR 1552.237-72 Key Personnel.

a. Program Manager

The Program Manager (PM) shall be the single point of contact for coordination with the EPA CO and PO and shall be responsible for receiving and implementing all task orders issued under this contract.

Specific responsibilities of the contractor's Program Manager shall include, but not be limited to the following:

- 1) Ensure that trained qualified personnel are provided for response activities and that the Response Managers (RM) are provided adequate resources to perform the cleanup activity. The contractor shall maintain communications and coordinate with the EPA PO and CO, including reporting problems encountered in performing task orders and implementing any special controls specified by EPA.
- 2) Manage personnel, equipment, and materials specified in the contract as ordered in individual task orders with limitations specified therein, so that all items are available at any location within the response time limits specified in subparagraphs 11 and 12 of this SOW. Provide for a 24-hour call center for immediate access to cleanup services.

- 3) Participate in desktop emergency response exercises. In addition, Program Manager shall participate in initial phase of exercises when ERRS response personnel, equipment, and appropriate materials are to be mobilized to participate in emergency response exercises. The exercises may be designed to incorporate multiple agencies using an ICS Unified Command.
- 4) Receive, acknowledge and manage the implementation of TOs. Select personnel, equipment, materials and services as specified in the TO, and/or included in technical direction issued by the OSC, and provide supervision and administrative support to all RMs.
- 5) Maintain a response-by-response accounting of all costs incurred in accordance with generally accepted accounting practices and contract specific reporting requirements and control costs at all levels of work. Manage the preparation and submittal of all reports as specified in the Contract.
- 6) Develop and manage a comprehensive program safety plan to protect all cleanup personnel, including both prime and subcontractors, in contaminated and uncontaminated areas. This plan shall be utilized in the preparation of all site safety plans. The plan shall be sufficiently flexible to work with other site contractor's safety plans, such that one overall site safety plan, approved by the OSC, can cover all personnel working on the site. Ensure that all applicable OSHA regulations for worker protection are met by all personnel, including both prime and subcontractors, in contaminated and uncontaminated areas.
- 7) Develop, implement and manage a Programmatic Quality Assurance Project Plan that will ensure that all environmental measurements obtained under the contract are of known quality. If requested, develop, implement and manage a Project-specific Supplement to the Programmatic Quality Assurance Project Plan for any individual cleanup action in which environmental measurements will be made. Ensure that the performance of assigned tasks adhere to all quality assurance plan requirements as well as EPA specific quality assurance requirements.
- 8) Provide oversight/control of all subcontracting activities, ensure that proper subcontracting procedures are followed in accordance with the Federal Acquisition Regulations and this contract and that complete subcontracting documentation is provided to the OSC and CO.
- 9) Provide a source of information to OSCs, PO and CO concerning the status of pending removal activities when a particular site has been demobilized and the RM is working on another site. Typical information requested by OSCs might include the status of analytical services or transportation and disposal arrangements, etc.
- 10) Attend program management status meeting with the EPA CO and PO. Meetings will be held every month or as determined necessary by the CO and/or PO.

b. Response Manager (RM)

The RM shall be the "primary" contractor contact with the OSC and shall be responsible for the management and execution of all response actions. The RM will be responsible for the implementation of the statement of work for the task order and will execute services under the technical direction of the OSC.

The RM shall be on the scene on a daily basis unless instructed otherwise by the OSC. In these instances, the contractor shall maintain someone on site at all times with authority to act for the contractor and coordinate subcontract activities.

Specific responsibilities of the RM shall include, but not be limited to the following:

- 1) Meet with the OSC, as requested, upon issuance of a task order to plan and coordinate the response action. In some cases, the OSC may request that the RM conduct an initial on- scene survey and/or develop a project work plan with a schedule prior to a full scale mobilization.
- 2) Ensure that appropriate contractor personnel operate equipment properly, provide materials and conduct the required response as presented in the task order and in the approved site work plan. These services shall be provided within the response time requirements for emergencies or within the response time specified by the OSC for other type of removal or remedial actions.
- 3) Maintain communication and coordination with OSC including reporting problems encountered in performing task orders. The RM shall immediately notify the OSC, and be responsible for taking immediate corrective action, when performance does not conform to contract requirements or to the directions given by the OSC for a response action.
- 4) Be fully trained in the use of the Removal Cost Management System (RCMS) and capable of producing an accurate daily EPA Standard Form 1900-55 from the RCMS, which will report daily expenditures on-site.
- 5) On a daily basis, unless otherwise directed by the OSC, be responsible for and provide the OSC with a detailed accounting of all costs incurred at a site using the EPA Standard Form 1900-55 from the RCMS. In some cases, the OSC may request a handwritten daily EPA Standard Form 1900-55. However, the handwritten EPA Standard Form 1900-55s must be entered into the RCMS within fourteen (14) calendar days.
- 6) If requested on the Task Order, implement a comprehensive site specific health and safety plan (HASP) to protect all response personnel. Have the ability to serve as site safety officer. Prepare site specific health and safety plans (HASP). Modify the HASP when site conditions warrant. Insure that the elements of the HASP are being properly carried out. The HASP shall include the minimum requirements set forth in 29 C.F.R. Part 1910.

- 7) Develop, implement, and manage a Project-specific Supplement to the Programmatic Quality Assurance Project Plan when any environmental monitoring, sampling or measurement is specified in the Task Order statement of work, or as otherwise directed by the OSC. The QA plan shall meet the QA requirements as described in "Reports of Work."
- 8) Ensure that environmental samples are collected and dispatched to laboratories for analyses. Ensure that waste profile samples are collected and dispatched to prospective off-site treatment or disposal facilities for waste acceptance.
- 9) Assist the OSC in completing waste profile forms, shipping manifests, and related documents. The RM shall have professional and working knowledge of the commercial facilities permitted to accept wastes typically encountered at CERCLA and/or other removal sites defined by the Clean Water Act, as amended by the Oil Pollution Act. The RM shall have the ability to prepare a written treatment/disposal plan which would, for example, list the site waste streams by type and quantity and provide a cost analysis of disposal and/or treatment options. The RM shall be responsible for identifying and procuring the services of prospective waste transporters and CERCLA compliant, RCRA permitted off-site treatment, storage or disposal facilities for all wastes requiring off-site treatment, storage and/or disposal.

c. Health and Safety Officer

The Health and Safety Officer shall provide the following services or ensure that anyone on site performing site safety functions is knowledgeable about the requirements and capable of accomplishing the function:

- 1) Has direct responsibility for overseeing the work of Site Safety Officers. Has QA oversight responsibility for reports from Site Safety Officers. Ensures that anyone performing the function of site safety officer or Health and Safety Technician is fully versed in the requirements for the individual site.
- 2) Prepares or reviews, comments and concurs on technical reports and site specific HASPs. Ensures HASPs are properly implemented. Modifies HASPs when site conditions warrant. Ensures that the elements of the HASPs are being properly implemented.
- 3) Establishes or ensures that work zones (exclusion, contamination reduction, support) on site, are physically delineated and maintained throughout the response action in accordance with the HASP. Ensures that personnel and equipment decontamination stations are constructed and maintained in accordance with the HASP.
- 4) Coordinates heat and cold stress monitoring of site personnel. In consultation with the OSC, adjusts duration of hot/cold zone work according to worker

stress monitoring results.

- 5) Calibrates, maintains, and uses field screening devices/meters to conduct site surveys. Interprets data and evaluates hazards from results. Calibrates, maintains, and uses air sampling devices such as personnel air samplers, detection tubes, etc.
- 6) Keeps a written log of health and safety and monitoring activities and results; and prepares written technical reports.
- 7) Conducts health and safety audits of site activities when requested by the OSC. Holds safety meetings with site workers. Prepares and conducts health and safety training classes.
- 8) Oversees the training of Site Safety Officers to ensure anyone performing the function of a Site Safety Officer has the appropriate knowledge, training, and authority to maintain required safety standards. Reviews routine safety audits, reports and Job Hazard Analysis and works with Site Safety Officers to remedy identified problems.
- 9) Conducts accident investigations for all site incidents and provides the results of said investigations to the OSC.

b) Roles

Because one individual may perform more than one role under a given task order, the subparagraphs below specify the requirements an individual must meet to perform a given role.

a. Logistics Facility Project Manager (LFPM)

The LFPM is responsible for all activities conducted by the contractor and coordinates all personnel and activities. Manages the project/response including but not limited to lodging, trailers, administrative support space, shower and hygiene trailers, janitorial service, communications and computer services, food service, security service, medical service, grounds maintenance, supply room. Response time to be within 1 day (24 hours) of notification.

b. Chemist(s)

The Chemist is responsible for the following services:

- 1) Prepare sampling and QA/QC elements for the Project -Specific Supplement to the Programmatic Quality Assurance Project Plan for collection and analysis of multi-media samples (e.g. air, soil, water, and waste). Oversee the implementation and compliance with the Project -Specific Supplement to the Programmatic Quality Assurance Project Plan. Collect samples.
- 2) Determine, in consultation with OSC, the appropriate type and quality of analyses to be performed to attain EPA's data quality objectives.

- 3) Calibrate, maintain, and use field screening devices/meters to conduct site surveys. Interpret data and evaluate hazards from field results.
- 4) Prepare and/or assist in the preparation of waste disposal profiles.
- 5) Perform field chemistry tests (e.g. pH, presence of oxidizers, cyanide and sulfide compounds, flash point and/or flammability, and water solubility,) for the purpose of identifying hazardous characteristics of waste samples.
- 6) Develop treatability schemes for wastes. Shall be familiar with, and have experience in, utilizing on site treatment methods; such as, but not limited to, neutralization, precipitation, flocculation, oxidation, reduction, and dissolution of contaminants.
- 7) Prepare and oversee implementation of waste bulking, consolidation, and/or packaging plans.
- 8) Keep a written log of activities on sampling and analytical results. Prepare written technical reports of sampling, survey, treatability, and analyses.

c. Transportation and Disposal Coordinator(s) (T&D Coordinator)

The T&D coordinator is responsible for the following services:

- 1) Correctly complete hazardous waste profiles and manifests, and assign wastes to the proper regulatory classifications, and in coordination with the chemist, provide an effective waste minimization strategy including bulking compatible waste streams.
- 2) Ensure hazardous materials transportation regulations are being complied with including ensuring: there is proper container labeling and vehicle placarding; and that material containerization and transportation are in accordance with applicable US DOT regulations as well as IATA and other appropriate regulations and standards.
- 3) Provide the RM and OSC cost effective treatment options based on a working knowledge of available traditional and innovative treatment technologies.
- 4) Prepare technical reports covering the transportation and disposal operations. This includes, when requested, treatment/disposal plans which would, for example, list the site waste streams by type and quantity, provide a cost analysis of alternative disposal and/or treatment options. It might also include developing waste stream characterization and bulking strategies.
- 5) Assist the OSC in completing waste profile forms, shipping manifests, and related documents. The T&D Coordinator shall have professional and

working knowledge of the commercial facilities permitted to accept wastes typically encountered at CERCLA and/or other removal sites defined by the Clean Water Act, as amended by the Oil Pollution Act.

- 6) Ensure that identified and/or procured on and off-site treatment, transportation, storage and disposal service providers are off-site rule (including but not limited to CERCLA, RCRA, TSCA, NESHAP, OPA, and DOT) compliant. He/she shall also be required to ensure selected vendors are permitted to accept the specific type(s) of waste being processed.

d. Other On-Scene Personnel Minimum Qualifications

Except as noted, all other personnel shall have experience in performing assignments dealing with hazardous materials that are normally standardized and in performing routine manual labor. Personnel shall be qualified to operate cleanup equipment, have a working knowledge of standard hazardous material safety procedures and personnel safety equipment, operate testing or processing equipment of moderate complexity, and construct components or subassemblies of prototype models. Personnel shall be capable of trouble-shooting malfunctioning equipment and making simple repairs.

Listed below are some of the duties performed by the associated labor categories:

a. Foreman

On larger sites, provides coordination assistance to the Response Manager (RM). Directs and oversees response activities of the cleanup crew at the direction of the RM. May coordinate all activities on a response where a RM is not needed. Must have five (5) years on-scene skills/experience in oil, petroleum, and hazardous substance cleanup response, directing both general labor and hazardous substance personnel. Must have a successfully completed a 40-hour HAZWOPER training and 8-hour supervisor training.

b. Equipment Operator

Trained for work in all levels of personal protective equipment. Operators shall have a minimum of two (2) years of experience operating heavy equipment, be proficient in the operation of the specific type of equipment being used, and have proof of experience. Must meet OSHA/DOT minimum training requirements to operate heavy equipment, such as, but not limited to, backhoes, excavators, dozers, and loaders. Forklift operators require additional OSHA/DOT training and certification.

c. Field Clerk

Performs general clerical duties, such as maintaining site filing, data entry, and cost

tracking. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the Removal Cost Management System (RCMS) computer software. Prepares contractor daily cost reports and coordinates the acquisition of and picks up and delivers to the site materials and supplies. Assists with site procurement and subcontracting issues. Assists in the shipping of samples.

d. Laborer (OSHA 1910-120 40-Hour Trained)

Performs labor related to sampling and cleanup of hazardous wastes. Applies technical skills in handling hazardous substances. May also perform general activities involved in hazardous waste site control, including the operation of support equipment such as generators, air compressors, pumps, outboard motors, unloaders, air blowers, etc. Must have a successfully completed a 40-hour HAZWOPER training

e. Laborer (not OSHA 40-Hour Trained)

Performs general duties outside of the "hot zone". Is not required to have full 40 hour HAZWOPER training.

f. Truck Driver

Operates trucks used to transport temporary structures, equipment, materials, and supplies, as well as oil, petroleum, hazardous substances and hazardous wastes waste onto and off of a response site. Minimum of one year of experience and be proficient in the operation of specific type of vehicle being used. Must have appropriate OSHA 1910-120 training. Must have all the applicable state and Federal Department of Transportation motor vehicle operator's licenses (e.g. commercial driver's license).

g. Chemical Technician

Assists the chemist in the sampling and analysis of soil, air, water and other solids and liquids to determine the concentrations of hazardous substances present at a response site. Performs air monitoring activities. Records, and tracks analytical results. Assists the site safety officer in safety monitoring actions. Has received specialized training in performance of environmental media and waste sampling and chemical analysis. Minimum of 3 years of field experience performing those tasks and 40 hour HAZWOPER Training.

h. **Site Safety Officer**/Health and Safety Technician

Oversees implementation/compliance with site health and safety plans. Individual

must be fully OSHA trained. The technician should also be familiar with operation of and have the ability to calibrate and use field screening instrumentation and sampling devices such as organic vapor analyzers, combustible gas indicators, toxic gas meters, and radiation monitors, personnel air samplers, and passive detection devices to collect samples and measure the presence of biological, chemical, explosive and radiological hazards at cleanup sites. Must have 5 years field experience in oil, petroleum, and hazardous substance cleanup responses and have 40 hour HAZWOPER Training.

i. Explosive Technician

Must have seven (7) years of experience in identification, handling, transport and disposal of explosive devices, explosives, and highly reactive chemicals from removal sites. Specially trained and experienced in explosives handling. Must meet minimum criteria for State licensing requirements for explosives handling, where applicable or be graduates of the FBI's Hazardous Device School or DOD Explosive Ordinance Disposal School

j. Surveyor

Development of topographic and property boundary survey and other maps documenting site conditions. Must have a degree in land surveying or civil engineering with a surveying option/emphasis (at least 6 semester hours of surveying, 3 semester hours of land law, and 21 additional semester hours in surveying, photo-grammetry, geodetic surveying, geodesy, route surveying, remote sensing, cartography, survey astronomy, land information systems, computer-aided mapping, aerial photo interpretation, and/or survey analysis and adjustments); or combination of education and experience--courses equivalent to a major in land surveying or civil engineering, plus appropriate experience or additional education. Alternatively, a person may meet this qualification by providing evidence of current registration as a land surveyor in a State, territory, or the District of Columbia provided the registration was obtained by written examination consistent with the National Council of Engineering Examiners (NCEE) Unified Model Law for Registration of Surveyors.

k. Engineer

Applies chemical or civil engineering principles to solve hazardous waste response problems. Develops sampling plans to determine extent of cleanup required.

Develops response alternatives, and analyzes them in terms of cost effectiveness and feasibility. Designs and plans unit operations, such as on-site treatment systems. Analyzes operating procedures and equipment and machinery functions to reduce time

and costs. Bachelor of Science degree in Civil, Chemical, Environmental, Sanitary, or other EPA approved discipline, from an accredited college or university.

1. Geologist

Applies field geology and/or hydrogeology principles to analyze and solve hazardous substance problems, including soil contamination, ground water contamination, off-site migration of contaminants, and drinking water contamination. Prepares sampling plans and written technical reports. Bachelor of Science degree in geological sciences, or other EPA approved discipline from an accredited college or university.

m. **Program Safety Officer/Industrial Hygienist**

1. Knowledge of OSHA health and safety regulations regarding hazardous waste sites and general construction site operations. Site Safety Office shall have the ability to prepare site specific health and safety plans (HASP) in accordance with EPA and OSHA regulations, policies, and procedures. Capable ensuring field staff performing health and safety functions are is trained and familiar with regulations and requirements.
2. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation and sampling devises such as organic vapor analyzers, combustible gas indicators, toxic gas meters, and radiation monitors, personnel air samplers, and passive detection devices to collect samples and measure the presence of biological, chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.
3. Ability to independently assess the need, and provide recommendations for amendments to the HASP, depending upon a change in response.
4. Knowledge of resources available which provide chemical specific facts to supplement industrial hygiene data. Knowledge of exposure limits, biological, chemical and physical (including radiological) properties of hazardous substances. Ability to evaluate exposure limits of hazardous substances against site survey results. Ability to develop and institute site specific controls to protect workers against exposure to hazardous substances.
5. Knowledge of factors which may contribute to worker heat and cold stress conditions. Ability to monitor for and recognize symptoms of workers suffering from heat and cold stress. Ability to develop and institute site specific controls to abate worker heat and cold stress conditions.
6. Ability to prepare written technical reports and HASPs.
7. A degree in Industrial Hygiene or related field with a minimum of **three (3)** years of field experience related to hazardous material or four seven years of experience in health and safety for hazardous materials with significant training completed for hazardous materials and OSHA requirements.

Special Training Requirements

Specialized training in National Incident Management System (NIMS) and Incident Command System (ICS) tenets is required of contractor personnel. Please see the attached table which describes the level of training required for different ERRS personnel.

With the exception of personnel in Field Clerk, Geologist, Laborer (non-40 hour trained), and Truck Driver classifications, all field personnel shall have completed the following training for work using safety equipment and ALL levels of personal protective equipment. This training shall be refreshed periodically, which at a minimum, shall be of sufficient frequency to ensure personnel maintain necessary certifications to perform required tasks.

1. OSHA 29 CFR 1910.120 40-hour hazardous waste site worker training, and annual refresher training;
2. Training for work using safety equipment and ALL levels of personal protective equipment. This training shall be refreshed periodically, which at a minimum, shall be of sufficient frequency to ensure personnel maintain necessary certifications to perform required tasks.

V. MINIMUM ICS QUALIFICATIONS FOR ALL PERSONNEL

Specialized training in National Incident Management System (NIMS) and Incident Command System (ICS) tenets is required of contractor personnel.

The National Incident Management System (NIMS), as developed and administered by the Department of Homeland Security, provides the template on which the National Response Plan (NRP) was built. To be compliant with the NIMS requirements, non-government first responder personnel and disaster workers are required to take NIMS, NRP, and ICS training. Further information and guidance documents may be found on FEMA's webpages: www.fema.gov/emergency/nims

All ERRS staff proposed for response and disaster work shall comply with the training requirements below within the first three months after contract award.

The following NIMS training courses are required of ERRS personnel:

RESPONSE ROLE	REQUIRED TRAINING	ERRS PERSONNEL
Entry level first responders and disaster workers	FEMA IS-700: NIMS, an Introduction ICS-100: Introduction to ICS or equivalent ICS-200: Basic ICS or equivalent -----	All Field Workers Technical Specialists (e.g., Field Chemists) Technical Specialists (e.g., Field Chemists)

	FEMA IS-800: NRP	
First line supervisors, single resource leaders, field supervisors and other emergency management and response personnel	FEMA IS-700-800: NIMS, an Introduction and NRP and ICS-100: Introduction to ICS or equivalent ICS -200: Basic ICS or equivalent ICS -300: Intermediate ICS or Equivalent	Foreman Field Cost Accountants
Middle Management, including strike team leaders, unit leaders, division/group supervisors branch directors and multiagency coordination system	FEMA IS-700-800: NIMS, an Introduction, and NRP ICS-100: Introduction to ICS or equivalent ICS -200: Basic ICS or	Response Managers Senior Foreman Transportation & Disposal Coordinator Program Managers
EOC staff	Equivalent ICS -300: Intermediate ICS or Equivalent ICS-400: Advanced ICS or Equivalent	
	ICS 339 Division and Group Supervisors Training	Response Managers and Program Managers

VI. LEVELS OF PERSONAL BACKGROUND CHECKS AND DRUG SCREENING The

contractor shall provide qualified personnel that meet the background check and drug screening requirements established below. The EPA has established 2 levels of criteria. Level 1 contains background check criterion that applies to all contractor employees working at a response site. Level 2 contains background check criteria and drug screening requirements sensitive Sites.” Examples of such sites include those that involve law enforcement activities, apparent or suspected terrorist activities, any indoor cleanups (including private residences), drug lab cleanups, and response actions at geographically sensitive locations such as military installations and government buildings. The Contracting Officer or On-Scene Coordinator will notify the Contractor whenever EPA designates a response site as a sensitive site. The designation will be provided to the Contractor in the task order or verbally, as the situation warrants. If a background check has been performed within one (1) year prior to the requirement for the background check, the contractor need not conduct another background check.

LEVEL 1 - EPA Background Check Criteria:

- a) Can be a non U.S. citizen with a valid visa,

- b) No convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United States, Intelligence or counter intelligence activities, including development of defense plans or policies, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.
- c) No weapons offense in the last five (5) years,
- d) No felony conviction in the last three (3) years,
- e) Not a fugitive from justice,
- f) Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at: <http://epls.gov>

LEVEL 2 - EPA Background Check Criteria for Sensitive Sites:

- a) Must be a U.S. citizen,
- b) No convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United States, intelligence or counterintelligence activities, including development of defense plans or policies, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.
- c) No weapons offense in the last ten (10) years,
- d) No felony conviction in the last seven (7) years,
- e) No misdemeanor conviction in the last five (5) years,
- f) No convictions for three (3) separate offenses in the last ten (10) years(excluding traffic offenses),
- g) Not a fugitive from justice,
- h) Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at: www.epls.gov
- i) Drug Screening at Sensitive Sites: Contractor employees working at designated "Sensitive Sites" must pass, within the previous 90 calendar days, a drug test for the presence of marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) in conformance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs first published by the Department of Health and Human Services in the Federal Register on April 11, 1988 (53 FR 11979, and revised on June 9, 1994 (59 FR 29908), on November 13, 1998 (63 FR 63483), and on April 13, 2004 (69 FR 196440); and Procedures for Transportation Drug Testing Programs, 49 CFR Part 40. References to "DOT" shall read, as "EPA" and the split sample method of collection shall be used.

The requirements in Level 1 or 2 may be waived by the Contracting Officers, on a case-by- case basis, at a specific location, or for a specific individual. If the results of an employee's background check or drug screening do not meet the criteria in either level 1 or 2, as required, the Contractor may apply for a waiver. To initiate the waiver process, the contractor must submit, in writing, the background report or drug test on the employee and an explanation of the need for the employee for approval by the Agency before the employee performs contract services for EPA. The Contracting Officer will notify the contractor of the Agency decision within five (5) days of receipt of the contractor's request for a waiver. The contractor shall submit its request to the Director, Superfund/RCRA Regional Procurement Operations Division. The government shall not pay for or reimburse the contractor for any costs including employee hours, lodging or other travel costs, or any other expense for employees determined to be illegally in the United States or not legally able to work in the United States. The contractor shall reimburse the government for all payments related to such persons previously made.

ATTACHMENT 3
WAGE RATE DETERMINATIONS (CONSTRUCTION)

STATE/COUNTY GWD INDEX 07/20/18 IA0

STATE OF IOWA

NO MODIFICATIONS DURING PERIOD ENDING

July 20, 2018

IA GENERAL DECISION COUNTY INDEX - PUBLICATION DATE: 06/01/18

County	Building	Heavy	Highway	Resident
Adair:				
		HVY-IA3		
		HVY-IA4		
				R-IA8
		HVY-IA29	HWY-IA29	
	BLD-IA98			
Adams:				
		HVY-IA3		
		HVY-IA4		
				R-IA8
		HVY-IA29	HWY-IA29	
	BLD-IA99			
Allamakee:				
		HVY-IA3		
		HVY-IA4		
				R-IA9
		HVY-IA29	HWY-IA29	
	BLD-IA100			
Appanoose:				
		HVY-IA3		
		HVY-IA4		

				R-IA5
		HVY-IA29	HWY-IA29	
	BLD-IA101			
Audubon:				
		HVY-IA3		
		HVY-IA4		
				R-IA8
		HVY-IA29	HWY-IA29	
	BLD-IA102			
Benton:				
		HVY-IA3		
		HVY-IA4		
				R-IA25
		HVY-IA29	HWY-IA29	
	BLD-IA149			
Black Hawk:				
		HVY-IA3		
		HVY-IA4		
				R-IA26
		HVY-IA29	HWY-IA29	
	BLD-IA133			
Boone:				
		HVY-IA3		
		HVY-IA4		
				R-IA8
		HVY-IA29	HWY-IA29	
	BLD-IA103			
Bremer:				

		HVY-IA3		
		HVY-IA4		
				R-IA26
		HVY-IA29	HWY-IA29	
	BLD-IA134			
Buchanan:				
		HVY-IA3		
		HVY-IA4		
				R-IA9
		HVY-IA29	HWY-IA29	
	BLD-IA151			
Buena Vista:				
		HVY-IA3		
		HVY-IA4		
				R-IA10
		HVY-IA29	HWY-IA29	
	BLD-IA127			
Butler:				
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		HVY-IA4		
				R-IA9
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	BLD-IA151			
Calhoun:				
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		HVY-IA4		
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		HVY-IA4		
				R-IA8
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	BLD-IA104			
Cass:				
		HVY-IA3		
		HVY-IA4		
				R-IA8
		HVY-IA29	HWY-IA29	
	BLD-IA129			
Cedar:				
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		HVY-IA4		
				R-IA11
		HVY-IA29	HWY-IA29	
	BLD-IA105			
Cerro Gordo:				
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		HVY-IA4		
				R-IA9
		HVY-IA29	HWY-IA29	
	BLD-IA106			
Cherokee:				
		HVY-IA3		
		HVY-IA4		

				R-IA12
		HVY-IA29	HWY-IA29	
	BLD-IA127			
Chickasaw:				
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		HVY-IA4		
				R-IA9
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	BLD-IA151			
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		HVY-IA4		
				R-IA8
		HVY-IA29	HWY-IA29	
	BLD-IA129			
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		HVY-IA4		
				R-IA10
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	BLD-IA127			
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		HVY-IA4		
				R-IA9
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	BLD-IA130			
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		HVY-IA4		
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		HVY-IA29	HWY-IA29	
	BLD-IA107			
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	BLD-IA108			
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	BLD-IA135			
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		HVY-IA4		
				R-IA11
		HVY-IA29	HWY-IA29	
	BLD-IA109			
Decatur:				
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		HVY-IA4		
				R-IA8
		HVY-IA29	HWY-IA29	

	BLD-IA131			
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		HVY-IA4		
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		HVY-IA29	HWY-IA29	
	BLD-IA130			
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		HVY-IA4		
				R-IA13
		HVY-IA29	HWY-IA29	
	BLD-IA110			
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		HVY-IA4		
				R-IA12
		HVY-IA29	HWY-IA29	
	BLD-IA111			
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		HVY-IA4		
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	BLD-IA136			
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	BLD-IA127			
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	BLD-IA131			
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		HVY-IA4		
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	BLD-IA132			
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	BLD-IA113			
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	BLD-IA127			
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	BLD-IA131			
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	BLD-IA127			
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		HVY-IA4		
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	BLD-IA120			
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		HVY-IA4		

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	BLD-IA127			
Plymouth:				
		HVY-IA3		
		HVY-IA4		
				R-IA12
		HVY-IA29	HWY-IA29	
	BLD-IA127			
Pocahontas:				
		HVY-IA3		
		HVY-IA4		
				R-IA10
		HVY-IA29	HWY-IA29	
	BLD-IA127			
Polk:				
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		HVY-IA4		
				R-IA27
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	BLD-IA142			
Pottawattamie:				
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		HVY-IA4		
				R-IA28
		HVY-IA29	HWY-IA29	
	BLD-IA143			
Poweshiek:				

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		HVY-IA4		
				R-IA13
		HVY-IA29	HWY-IA29	
	BLD-IA121			
Ringgold:				
		HVY-IA3		
		HVY-IA4		
				R-IA8
		HVY-IA29	HWY-IA29	
	BLD-IA131			
Sac:				
		HVY-IA3		
		HVY-IA4		
				R-IA10
		HVY-IA29	HWY-IA29	
	BLD-IA127			
Scott:				
		HVY-IA2	HWY-IA2	
		HVY-IA3		
		HVY-IA4		
				R-IA20
	BLD-IA144			
Shelby:				
		HVY-IA3		
		HVY-IA4		
				R-IA8
		HVY-IA29	HWY-IA29	

	BLD-IA131			
Sioux:				
		HVY-IA3		
		HVY-IA4		
				R-IA12
		HVY-IA29	HWY-IA29	
	BLD-IA122			
Story:				
		HVY-IA3		
		HVY-IA4		
				R-IA21
		HVY-IA29	HWY-IA29	
	BLD-IA145			
Tama:				
		HVY-IA3		
		HVY-IA4		
				R-IA7
		HVY-IA29	HWY-IA29	
	BLD-IA132			
Taylor:				
		HVY-IA3		
		HVY-IA4		
				R-IA8
		HVY-IA29	HWY-IA29	
	BLD-IA131			
Union:				
		HVY-IA3		
		HVY-IA4		

				R-IA8
		HVY-IA29	HWY-IA29	
	BLD-IA123			
Van Buren:				
		HVY-IA3		
		HVY-IA4		
				R-IA11
		HVY-IA29	HWY-IA29	
	BLD-IA132			
Wapello:				
		HVY-IA3		
		HVY-IA4		
				R-IA11
		HVY-IA29	HWY-IA29	
	BLD-IA124			
Warren:				
		HVY-IA3		
		HVY-IA4		
				R-IA22
		HVY-IA29	HWY-IA29	
	BLD-IA146			
Washington:				
		HVY-IA3		
		HVY-IA4		
				R-IA23
		HVY-IA29	HWY-IA29	
	BLD-IA147			
Wayne:				

		HVY-IA3		
		HVY-IA4		
				R-IA8
		HVY-IA29	HWY-IA29	
	BLD-IA131			
Webster:				
		HVY-IA3		
		HVY-IA4		
				R-IA10
		HVY-IA29	HWY-IA29	
	BLD-IA125			
Winnebago:				
		HVY-IA3		
		HVY-IA4		
				R-IA12
		HVY-IA29	HWY-IA29	
	BLD-IA127			
Winneshiek:				
		HVY-IA3		
		HVY-IA4		
				R-IA9
		HVY-IA29	HWY-IA29	
	BLD-IA151			
Woodbury:				
		HVY-IA3		
		HVY-IA4		
				R-IA24
		HVY-IA29	HWY-IA29	

	BLD-IA148			
Worth:				
		HVY-IA3		
		HVY-IA4		
				R-IA9
		HVY-IA29	HWY-IA29	
	BLD-IA151			
Wright:				
		HVY-IA3		
		HVY-IA4		
				R-IA10
		HVY-IA29	HWY-IA29	
	BLD-IA127			

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County	Building	Heavy	Highway	Resident
Allen:				
				R-KS1
			HWY-KS19	
		HVY-KS42		

	BLD-KS49			
Anderson:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Atchison:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Barber:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Barton:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Bourbon:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Brown:				
				R-KS1

			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Butler:				
				R-KS2
			HWY-KS20	
		HVY-KS38		
	BLD-KS51			
Chase:				
				R-KS1
	BLD-KS3			
			HWY-KS19	
		HVY-KS26		
Chautauqua:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Cherokee:				
				R-KS1
			HWY-KS19	
		HVY-KS41		
	BLD-KS49			
Cheyenne:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			

Clark:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Clay:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Cloud:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Coffey:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Comanche:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Cowley:				
				R-KS1
			HWY-KS19	

		HVY-KS42		
	BLD-KS49			
Crawford:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Decatur:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Dickinson:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Doniphan:				
				R-KS1
			HWY-KS20	
		HVY-KS28		
	BLD-KS52			
Douglas:				
			HWY-KS4	
				R-KS13
		HVY-KS29		
	BLD-KS53			
Edwards:				

				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Elk:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Ellis:				
				R-KS1
	BLD-KS12			
			HWY-KS19	
		HVY-KS21		
Ellsworth:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Finney:				
				R-KS1
	BLD-KS16			
			HWY-KS19	
		HVY-KS27		
Ford:				
				R-KS1
			HWY-KS19	
		HVY-KS42		

	BLD-KS49			
Franklin:				
				R-KS1
			HWY-KS20	
		HVY-KS39		
	BLD-KS65			
Geary:				
				R-KS1
			HWY-KS20	
		HVY-KS30		
	BLD-KS54			
Gove:				
				R-KS1
			HWY-KS19	
		HVY-KS22		
	BLD-KS49			
Graham:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Grant:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Gray:				
				R-KS1

			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Greeley:				
				R-KS1
	BLD-KS17			
			HWY-KS19	
		HVY-KS42		
Greenwood:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Hamilton:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Harper:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Harvey:				
				R-KS2
			HWY-KS20	
		HVY-KS38		
	BLD-KS55			

Haskell:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Hodgeman:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Jackson:				
				R-KS1
			HWY-KS20	
		HVY-KS40		
	BLD-KS66			
Jefferson:				
				R-KS1
			HWY-KS20	
		HVY-KS40		
	BLD-KS56			
Jewell:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Johnson:				
			HWY-KS9	
				R-KS11

		HVY-KS31		
	BLD-KS57			
Kearny:				
				R-KS1
	BLD-KS18			
			HWY-KS19	
		HVY-KS27		
Kingman:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Kiowa:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Labette:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Lane:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Leavenworth:				

			HWY-KS4	
				R-KS13
		HVY-KS39		
	BLD-KS58			
Lincoln:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Linn:				
				R-KS1
			HWY-KS20	
		HVY-KS39		
	BLD-KS59			
Logan:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Lyon:				
				R-KS1
			HWY-KS19	
	BLD-KS25			
		HVY-KS26		
Marion:				
				R-KS1
			HWY-KS19	
		HVY-KS42		

	BLD-KS49			
Marshall:				
				R-KS1
			HWY-KS19	
		HVY-KS23		
	BLD-KS49			
McPherson:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Meade:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Miami:				
			HWY-KS9	
				R-KS14
		HVY-KS39		
	BLD-KS65			
Mitchell:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Montgomery:				
				R-KS1

			HWY-KS19	
		HVY-KS24		
	BLD-KS43			
Morris:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Morton:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Nemaha:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Neosho:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Ness:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			

Norton:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS44			
Osage:				
				R-KS1
			HWY-KS20	
		HVY-KS32		
	BLD-KS66			
Osborne:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Ottawa:				
				R-KS1
			HWY-KS19	
		HVY-KS26		
	BLD-KS50			
Pawnee:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Phillips:				
				R-KS1
			HWY-KS19	

		HVY-KS42		
	BLD-KS49			
Pottawatomie:				
				R-KS1
			HWY-KS20	
		HVY-KS33		
	BLD-KS60			
Pratt:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Rawlins:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Reno:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS45			
Republic:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Rice:				

				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS46			
Riley:				
				R-KS1
			HWY-KS20	
		HVY-KS34		
	BLD-KS61			
Rooks:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Rush:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Russell:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Saline:				
				R-KS1
			HWY-KS19	
		HVY-KS26		

	BLD-KS50			
Scott:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS47			
Sedgwick:				
				R-KS2
			HWY-KS20	
		HVY-KS35		
	BLD-KS62			
Seward:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS48			
Shawnee:				
			HWY-KS4	
				R-KS15
		HVY-KS36		
	BLD-KS63			
Sheridan:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Sherman:				
				R-KS1

			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Smith:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Stafford:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Stanton:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Stevens:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Sumner:				
				R-KS1
			HWY-KS20	
		HVY-KS38		
	BLD-KS64			

Thomas:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Trego:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Wabaunsee:				
				R-KS1
			HWY-KS20	
		HVY-KS40		
	BLD-KS66			
Wallace:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Washington:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Wichita:				
				R-KS1
			HWY-KS19	

		HVY-KS42		
	BLD-KS49			
Wilson:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Woodson:				
				R-KS1
			HWY-KS19	
		HVY-KS42		
	BLD-KS49			
Wyandotte:				
			HWY-KS9	
				R-KS11
		HVY-KS37		
	BLD-KS65			

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County	Building	Heavy	Highway	Resident
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Adair:				
		HVY-MO1	HWY-MO1	
	BLD-MO28			
				R-MO58
Andrew:				
		HVY-MO1	HWY-MO1	
	BLD-MO34			
				R-MO65
Atchison:				
		HVY-MO1	HWY-MO1	
	BLD-MO28			
				R-MO58
Audrain:				
		HVY-MO1	HWY-MO1	
	BLD-MO2			
				R-MO58
Barry:				
		HVY-MO1	HWY-MO1	
	BLD-MO29			
				R-MO59
Barton:				
		HVY-MO1	HWY-MO1	
	BLD-MO29			
				R-MO59
Bates:				
		HVY-MO1	HWY-MO1	
	BLD-MO35			
				R-MO66

Benton:				
		HVY-MO1	HWY-MO1	
	BLD-MO29			
				R-MO59
Bollinger:				
		HVY-MO1	HWY-MO1	
	BLD-MO3			
				R-MO60
Boone:				
		HVY-MO1	HWY-MO1	
	BLD-MO36			
				R-MO67
Buchanan:				
		HVY-MO1	HWY-MO1	
	BLD-MO37			
				R-MO65
Butler:				
		HVY-MO1	HWY-MO1	
	BLD-MO4			
				R-MO60
Caldwell:				
		HVY-MO1	HWY-MO1	
	BLD-MO53			
				R-MO66
Callaway:				
		HVY-MO1	HWY-MO1	
	BLD-MO54			
				R-MO68

Camden:				
		HVY-MO1	HWY-MO1	
	BLD-MO5			
				R-MO61
Cape Girardeau:				
		HVY-MO1	HWY-MO1	
	BLD-MO6			
				R-MO60
Carroll:				
		HVY-MO1	HWY-MO1	
	BLD-MO7			
				R-MO58
Carter:				
		HVY-MO1	HWY-MO1	
	BLD-MO30			
				R-MO60
Cass:				
		HVY-MO1	HWY-MO1	
	BLD-MO38			
				R-MO66
Cedar:				
		HVY-MO1	HWY-MO1	
	BLD-MO8			
				R-MO59
Chariton:				
		HVY-MO1	HWY-MO1	
	BLD-MO9			
				R-MO58

Christian:				
		HVY-MO1	HWY-MO1	
	BLD-MO55			
				R-MO69
Clark:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Clay:				
		HVY-MO1	HWY-MO1	
	BLD-MO39			
				R-MO66
Clinton:				
		HVY-MO1	HWY-MO1	
	BLD-MO53			
				R-MO66
Cole:				
		HVY-MO1	HWY-MO1	
	BLD-MO40			
				R-MO68
Cooper:				
		HVY-MO1	HWY-MO1	
	BLD-MO10			
				R-MO61
Crawford:				
		HVY-MO1	HWY-MO1	
	BLD-MO56			
				R-MO70

Dade:				
		HVY-MO1	HWY-MO1	
	BLD-MO32			
				R-MO59
Dallas:				
		HVY-MO1	HWY-MO1	
	BLD-MO55			
				R-MO69
Daviess:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
De Kalb:				
		HVY-MO1	HWY-MO1	
	BLD-MO41			
				R-MO65
Dent:				
		HVY-MO1	HWY-MO1	
	BLD-MO33			
				R-MO61
Douglas:				
		HVY-MO1	HWY-MO1	
	BLD-MO32			
				R-MO59
Dunklin:				
		HVY-MO1	HWY-MO1	
	BLD-MO11			
				R-MO60

Franklin:				
		HVY-MO1	HWY-MO1	
	BLD-MO42			
				R-MO62
Gasconade:				
		HVY-MO1	HWY-MO1	
	BLD-MO33			
				R-MO61
Gentry:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Greene:				
		HVY-MO1	HWY-MO1	
	BLD-MO43			
				R-MO69
Grundy:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Harrison:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Henry:				
		HVY-MO1	HWY-MO1	
	BLD-MO32			
				R-MO59

Hickory:				
		HVY-MO1	HWY-MO1	
	BLD-MO32			
				R-MO59
Holt:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Howard:				
		HVY-MO1	HWY-MO1	
	BLD-MO44			
				R-MO67
Howell:				
		HVY-MO1	HWY-MO1	
	BLD-MO30			
				R-MO60
Iron:				
		HVY-MO1	HWY-MO1	
	BLD-MO30			
				R-MO60
Jackson:				
		HVY-MO1	HWY-MO1	
	BLD-MO45			
				R-MO63
Jasper:				
		HVY-MO1	HWY-MO1	
	BLD-MO46			
				R-MO71

Jefferson:				
		HVY-MO1	HWY-MO1	
	BLD-MO56			
				R-MO70
Johnson:				
		HVY-MO1	HWY-MO1	
	BLD-MO12			
				R-MO59
Knox:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Laclede:				
		HVY-MO1	HWY-MO1	
	BLD-MO32			
				R-MO59
Lafayette:				
		HVY-MO1	HWY-MO1	
	BLD-MO53			
				R-MO66
Lawrence:				
		HVY-MO1	HWY-MO1	
	BLD-MO13			
				R-MO59
Lewis:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58

Lincoln:				
		HVY-MO1	HWY-MO1	
	BLD-MO56			
				R-MO70
Linn:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Livingston:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Macon:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Madison:				
		HVY-MO1	HWY-MO1	
	BLD-MO30			
				R-MO60
Maries:				
		HVY-MO1	HWY-MO1	
	BLD-MO33			
				R-MO61
Marion:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58

McDonald:				
		HVY-MO1	HWY-MO1	
	BLD-MO47			
				R-MO71
Mercer:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Miller:				
		HVY-MO1	HWY-MO1	
	BLD-MO33			
				R-MO61
Mississippi:				
		HVY-MO1	HWY-MO1	
	BLD-MO14			
				R-MO60
Moniteau:				
		HVY-MO1	HWY-MO1	
	BLD-MO48			
				R-MO68
Monroe:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Montgomery:				
		HVY-MO1	HWY-MO1	
	BLD-MO33			
				R-MO61

Morgan:				
		HVY-MO1	HWY-MO1	
	BLD-MO33			
				R-MO61
New Madrid:				
		HVY-MO1	HWY-MO1	
	BLD-MO15			
				R-MO60
Newton:				
		HVY-MO1	HWY-MO1	
	BLD-MO49			
				R-MO71
Nodaway:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Oregon:				
		HVY-MO1	HWY-MO1	
	BLD-MO30			
				R-MO60
Osage:				
		HVY-MO1	HWY-MO1	
	BLD-MO54			
				R-MO68
Ozark:				
		HVY-MO1	HWY-MO1	
	BLD-MO32			
				R-MO59

Pemiscot:				
		HVY-MO1	HWY-MO1	
	BLD-MO16			
				R-MO60
Perry:				
		HVY-MO1	HWY-MO1	
	BLD-MO30			
				R-MO60
Pettis:				
		HVY-MO1	HWY-MO1	
	BLD-MO17			
				R-MO57
Phelps:				
		HVY-MO1	HWY-MO1	
	BLD-MO18			
				R-MO61
Pike:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Platte:				
		HVY-MO1	HWY-MO1	
	BLD-MO53			
				R-MO66
Polk:				
		HVY-MO1	HWY-MO1	
	BLD-MO55			
				R-MO69

Pulaski:				
		HVY-MO1	HWY-MO1	
	BLD-MO19			
				R-MO61
Putnam:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Ralls:				
		HVY-MO1	HWY-MO1	
	BLD-MO20			
				R-MO58
Randolph:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Ray:				
		HVY-MO1	HWY-MO1	
	BLD-MO53			
				R-MO66
Reynolds:				
		HVY-MO1	HWY-MO1	
	BLD-MO30			
				R-MO60
Ripley:				
		HVY-MO1	HWY-MO1	
	BLD-MO21			
				R-MO60

Saline:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Schuyler:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Scotland:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Scott:				
		HVY-MO1	HWY-MO1	
	BLD-MO22			
				R-MO60
Shannon:				
		HVY-MO1	HWY-MO1	
	BLD-MO23			
				R-MO60
Shelby:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
St Charles:				
		HVY-MO1	HWY-MO1	
	BLD-MO50			
				R-MO70

St Clair:				
		HVY-MO1	HWY-MO1	
	BLD-MO32			
				R-MO59
St Francois:				
		HVY-MO1	HWY-MO1	
	BLD-MO30			
				R-MO60
St Louis:				
		HVY-MO1	HWY-MO1	
	BLD-MO56			
				R-MO70
St Louis City:				
		HVY-MO1	HWY-MO1	
	BLD-MO51			
				R-MO64
Ste Genevieve:				
		HVY-MO1	HWY-MO1	
	BLD-MO30			
				R-MO60
Stoddard:				
		HVY-MO1	HWY-MO1	
	BLD-MO24			
				R-MO60
Stone:				
		HVY-MO1	HWY-MO1	
	BLD-MO32			
				R-MO59

Sullivan:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Taney:				
		HVY-MO1	HWY-MO1	
	BLD-MO32			
				R-MO59
Texas:				
		HVY-MO1	HWY-MO1	
	BLD-MO25			
				R-MO60
Vernon:				
		HVY-MO1	HWY-MO1	
	BLD-MO26			
				R-MO59
Warren:				
		HVY-MO1	HWY-MO1	
	BLD-MO52			
				R-MO70
Washington:				
		HVY-MO1	HWY-MO1	
	BLD-MO56			
				R-MO70
Wayne:				
		HVY-MO1	HWY-MO1	
	BLD-MO30			
				R-MO60

Webster:				
		HVY-MO1	HWY-MO1	
	BLD-MO55			
				R-MO69
Worth:				
		HVY-MO1	HWY-MO1	
	BLD-MO31			
				R-MO58
Wright:				
		HVY-MO1	HWY-MO1	
	BLD-MO27			
				R-MO59

STATE/COUNTY GWD INDEX 07/20/18 NE0

STATE OF NEBRASKA

MODIFICATIONS AS PUBLISHED IN THE FEDERAL REGISTER ON

July 20, 2018

NE 63 MOD-2

NE GENERAL DECISION COUNTY INDEX - PUBLICATION DATE: 01/05/18

County	Building	Heavy	Highway	Resident
Adams:				
				R-NE5
			HWY-NE31	
		HVY-NE34		
	BLD-NE64			
Antelope:				
				R-NE23
			HWY-NE33	
		HVY-NE43		
	BLD-NE78			
Arthur:				
				R-NE23
			HWY-NE30	
		HVY-NE44		
	BLD-NE79			
Banner:				
				R-NE1
			HWY-NE30	
		HVY-NE44		
	BLD-NE79			

Blaine:				
				R-NE23
			HWY-NE31	
		HVY-NE35		
	BLD-NE80			
Boone:				
				R-NE7
			HWY-NE33	
		HVY-NE43		
	BLD-NE65			
Box Butte:				
				R-NE1
			HWY-NE30	
		HVY-NE45		
	BLD-NE79			
Boyd:				
				R-NE23
			HWY-NE33	
		HVY-NE46		
	BLD-NE78			
Brown:				
				R-NE23
			HWY-NE33	
		HVY-NE46		
	BLD-NE78			
Buffalo:				
				R-NE8
			HWY-NE31	

		HVY-NE47		
	BLD-NE66			
Burt:				
		HVY-NE4		
				R-NE9
			HWY-NE33	
		HVY-NE46		
	BLD-NE78			
Butler:				
				R-NE11
			HWY-NE32	
		HVY-NE36		
	BLD-NE81			
Cass:				
				R-NE3
			HWY-NE28	
		HVY-NE54		
	BLD-NE56			
Cedar:				
				R-NE15
			HWY-NE33	
		HVY-NE46		
	BLD-NE78			
Chase:				
				R-NE12
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			

Cherry:				
				R-NE23
			HWY-NE30	
		HVY-NE48		
	BLD-NE67			
Cheyenne:				
				R-NE1
			HWY-NE30	
		HVY-NE37		
	BLD-NE82			
Clay:				
				R-NE14
			HWY-NE31	
		HVY-NE47		
	BLD-NE80			
Colfax:				
				R-NE11
			HWY-NE33	
		HVY-NE46		
	BLD-NE78			
Cuming:				
				R-NE15
			HWY-NE33	
		HVY-NE46		
	BLD-NE78			
Custer:				
				R-NE16
			HWY-NE31	

		HVY-NE47		
	BLD-NE68			
Dakota:				
		HVY-NE4		
				R-NE9
			HWY-NE29	
		HVY-NE55		
	BLD-NE63			
Dawes:				
				R-NE1
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Dawson:				
				R-NE16
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Deuel:				
				R-NE1
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Dixon:				
		HVY-NE4		
				R-NE9
			HWY-NE29	
		HVY-NE55		

	BLD-NE63			
Dodge:				
				R-NE18
			HWY-NE33	
		HVY-NE38		
	BLD-NE78			
Douglas:				
				R-NE3
			HWY-NE28	
		HVY-NE54		
	BLD-NE57			
Dundy:				
				R-NE12
			HWY-NE30	
		HVY-NE48		
	BLD-NE82			
Fillmore:				
				R-NE19
			HWY-NE32	
		HVY-NE49		
	BLD-NE81			
Franklin:				
				R-NE21
			HWY-NE31	
		HVY-NE47		
	BLD-NE80			
Frontier:				
				R-NE12

			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Furnas:				
				R-NE21
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Gage:				
				R-NE8
			HWY-NE32	
		HVY-NE49		
	BLD-NE81			
Garden:				
				R-NE1
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Garfield:				
				R-NE24
			HWY-NE31	
		HVY-NE47		
	BLD-NE80			
Gosper:				
				R-NE21
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			

Grant:				
				R-NE23
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Greeley:				
				R-NE25
			HWY-NE31	
		HVY-NE47		
	BLD-NE80			
Hall:				
				R-NE24
			HWY-NE31	
		HVY-NE47		
	BLD-NE69			
Hamilton:				
				R-NE24
			HWY-NE31	
		HVY-NE47		
	BLD-NE80			
Harlan:				
				R-NE21
			HWY-NE31	
		HVY-NE47		
	BLD-NE80			
Hayes:				
				R-NE12
			HWY-NE30	

		HVY-NE39		
	BLD-NE79			
Hitchcock:				
				R-NE12
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Holt:				
				R-NE23
			HWY-NE33	
		HVY-NE46		
	BLD-NE78			
Hooker:				
				R-NE23
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Howard:				
				R-NE24
			HWY-NE31	
		HVY-NE47		
	BLD-NE70			
Jefferson:				
				R-NE8
			HWY-NE32	
		HVY-NE40		
	BLD-NE81			
Johnson:				

				R-NE26
			HWY-NE32	
		HVY-NE49		
	BLD-NE81			
Kearney:				
				R-NE21
			HWY-NE31	
		HVY-NE47		
	BLD-NE80			
Keith:				
				R-NE12
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Keya Paha:				
				R-NE23
			HWY-NE33	
		HVY-NE46		
	BLD-NE78			
Kimball:				
				R-NE1
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Knox:				
				R-NE23
			HWY-NE33	
		HVY-NE46		

	BLD-NE71			
Lancaster:				
				R-NE2
			HWY-NE27	
		HVY-NE50		
	BLD-NE58			
Lincoln:				
				R-NE11
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Logan:				
				R-NE23
			HWY-NE30	
		HVY-NE45		
	BLD-NE79			
Loup:				
				R-NE23
			HWY-NE31	
		HVY-NE47		
	BLD-NE80			
Madison:				
				R-NE22
			HWY-NE33	
		HVY-NE46		
	BLD-NE72			
McPherson:				
				R-NE23

			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Merrick:				
				R-NE24
			HWY-NE31	
		HVY-NE47		
	BLD-NE80			
Morrill:				
				R-NE1
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Nance:				
				R-NE7
			HWY-NE31	
		HVY-NE41		
	BLD-NE80			
Nemaha:				
		HVY-NE4		
				R-NE26
			HWY-NE32	
		HVY-NE49		
	BLD-NE81			
Nuckolls:				
				R-NE14
			HWY-NE31	
		HVY-NE47		

	BLD-NE80			
Otoe:				
		HVY-NE4		
				R-NE26
			HWY-NE32	
		HVY-NE49		
	BLD-NE83			
Pawnee:				
				R-NE26
			HWY-NE32	
		HVY-NE49		
	BLD-NE83			
Perkins:				
				R-NE12
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Phelps:				
				R-NE21
			HWY-NE31	
		HVY-NE47		
	BLD-NE80			
Pierce:				
				R-NE15
			HWY-NE33	
		HVY-NE46		
	BLD-NE73			
Platte:				

				R-NE20
			HWY-NE33	
		HVY-NE46		
	BLD-NE74			
Polk:				
				R-NE11
			HWY-NE32	
		HVY-NE49		
	BLD-NE81			
Red Willow:				
				R-NE12
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Richardson:				
		HVY-NE4		
				R-NE26
			HWY-NE32	
		HVY-NE49		
	BLD-NE81			
Rock:				
				R-NE17
			HWY-NE33	
		HVY-NE46		
	BLD-NE78			
Saline:				
				R-NE13
			HWY-NE32	

		HVY-NE49		
	BLD-NE81			
Sarpy:				
				R-NE3
			HWY-NE28	
		HVY-NE51		
	BLD-NE59			
Saunders:				
				R-NE10
			HWY-NE27	
		HVY-NE52		
	BLD-NE60			
Scotts Bluff:				
				R-NE1
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Seward:				
				R-NE13
			HWY-NE27	
		HVY-NE53		
	BLD-NE61			
Sheridan:				
				R-NE1
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Sherman:				

				R-NE24
			HWY-NE31	
		HVY-NE47		
	BLD-NE80			
Sioux:				
				R-NE1
			HWY-NE30	
		HVY-NE48		
	BLD-NE79			
Stanton:				
				R-NE15
			HWY-NE33	
		HVY-NE46		
	BLD-NE78			
Thayer:				
				R-NE14
			HWY-NE32	
		HVY-NE49		
	BLD-NE81			
Thomas:				
				R-NE23
			HWY-NE30	
		HVY-NE48		
	BLD-NE75			
Thurston:				
		HVY-NE4		
				R-NE9
			HWY-NE33	

		HVY-NE42		
	BLD-NE76			
Valley:				
				R-NE25
			HWY-NE31	
		HVY-NE47		
	BLD-NE80			
Washington:				
				R-NE18
			HWY-NE28	
		HVY-NE54		
	BLD-NE62			
Wayne:				
				R-NE15
			HWY-NE33	
		HVY-NE46		
	BLD-NE78			
Webster:				
				R-NE14
			HWY-NE31	
		HVY-NE47		
	BLD-NE80			
Wheeler:				
				R-NE24
			HWY-NE31	
		HVY-NE47		
	BLD-NE80			
York:				

				R-NE6
			HWY-NE32	
		HVY-NE49		
	BLD-NE77			

ATTACHMENT 4
SERVICE CONTRACT ACT

WD 96-0223 (Rev.-43) was first posted on www.wdol.gov on 07/10/2018

Hazardous Waste Pickup/Disposal Services

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Daniel W. Simms Division of Wage
Director Determinations

Wage Determination No: 1996-0223
Revision No: 43
Date Of Revision: 07/03/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

NATIONWIDE: Applicable in the continental U.S. and Hawaii

Regions are defined as follows:

MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;

NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Puerto Rico, Rhode Island, Vermont and Virgin Islands;

SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia;

WEST REGION: Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for removal of oil spills, hazardous waste materials and related cleanup services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
23440 - Heavy Equipment Operator		
MIDWEST REGION		30.87
NORTHEAST REGION		29.32
SOUTH REGION		26.89
WEST REGION		30.28
23470 - Laborer		
MIDWEST REGION		17.37
NORTHEAST REGION		17.79
SOUTH REGION		13.55
WEST REGION		15.50
30090 - Environmental Technician		
MIDWEST REGION		27.47
NORTHEAST REGION		29.25
SOUTH REGION		26.05
WEST REGION		27.64
31010 - Airplane Pilot		29.33

31361 - Truckdriver, Light	
MIDWEST REGION	15.66
NORTHEAST REGION	19.65
SOUTH REGION	12.73
WEST REGION	13.25
31362 - Truckdriver, Medium	
MIDWEST REGION	25.25
NORTHEAST REGION	25.31
SOUTH REGION	21.48
WEST REGION	23.72
31363 - Truckdriver, Heavy	
MIDWEST REGION	26.46
NORTHEAST REGION	26.58
SOUTH REGION	22.51
WEST REGION	24.90

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR

4.173)

HEALTH & WELFARE (Hawaii): \$1.91 per hour, or \$76.40 per week, or \$331.07 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.48 per hour.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, or \$65.20 per week, or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.18 per hour. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits

paid under the predecessor contract.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT 5
Electronic Invoicing Instructions - Contract Invoices

1. Complete and sign EPA's Agreement for Email Submission of Contract Invoices and email the completed form to ContractPaymentInfo@epa.gov (phone: (919) 541-1148).
2. Wait for authorization. Please do not submit a contract bill via email until you receive an authorization email from the RTP Finance Center.
3. After receiving authorization from the RTP Finance Center, submit your invoice in PDF format via email using the following procedures.

- Put the contract number, invoice number and delivery order number in the SUBJECT line of the email.

Example: I_68w09999_234B_00005.pdf. If multiple invoices are attached, please put the contract number only. If you are attaching multiple invoices, please limit the number of attachments/invoices to 10 per email. Please submit separate emails per contract.

- Do not submit correspondence in the body of the email, and do not include any attachments which are not invoices.
- It is suggested that the following statement be included in email body:

NOTICE: this email data is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any unauthorized use of this email is prohibited.

- Invoices must be in PDF format and attached to the email. A separate attachment for each invoice is required. If the invoice is a scanned document, the size should be standard 8.5" x 11". The first page of the PDF document must contain the first page of the invoice.
- Each invoice must be signed by a representative of the contractor that is fully and completely authorized to sign on behalf of the contractor. The representative must also print his/her name, direct dial phone number, and email address on the invoice.
- Invoices in PDF format must be named as follows:
contractnumber_invoicenum_ordernumber.pdf.
- Invoices may be rejected if the file name is incorrect.
 - Contract number: Field is 8 digits (for non-EPA contracts we use the first two digits and the last six digits)
 - Invoice number: Field is 11 digits. Please do not exceed 11 digits per invoice number.
 - Any invoice that exceeds the 11 digit limit will be entered using the first 11 digits starting from the right. Numbers should not begin with a zero or with a special character. Invoice numbers should not include an underscore or a '/'.
 - Order number: Field is 5 digits (if there is no order number, please enter '00000' or simply end with the .pdf)

Example:

I_EPXX9999_STB-300_00001.pfd

I_68XX0000_7.pdf (no order number required)

I_261D00XX_54678994999_00000.pdf (using zeros as placeholders; no order number required)

I_GSF0440G_B345_01100.pfd
I_EPW01111_1.pdf

4. Email your invoice to DDC-KInvoices@epa.gov after you receive the authorization email and as instructed.
5. You will receive an auto reply message once the RTP Finance Center receives your email. If for some reason the RTP Finance Center cannot accept your electronic invoice, you will be notified as soon as possible. You are required to contact the RTP Finance Center at 919-541-1148 if your email submission is rejected.
6. Receipt date for invoices will be the date the RTP Finance Center retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.

Invoices will be reviewed and approved for payment by the Contractor Officer's Representative.

The Federal Government is exempted from paying taxes. Our tax exempt number is 52-085-2695.